



**NOTICE OF PUBLIC MEETING
OF THE
PLEASANT GROVE CITY COUNCIL**

Notice is hereby given that the Pleasant Grove City Council will hold a **regular meeting at 6:00 p.m. on Tuesday January 13, 2015** in the City Council Chambers 86 East 100 South Pleasant Grove, Utah. This is a public meeting and anyone interested is invited to attend.

AMENDED AGENDA

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. OPENING REMARKS**
- 4. APPROVAL OF MEETING'S AGENDA**
- 5. OPEN SESSION**
- 6. CONSENT ITEMS:** (Consent items are only those which have been discussed beforehand, are non-controversial and do not require further discussion)
 - a.** City Council and Work Session Minutes:
 Redevelopment Agency Minutes from the October 7, 2014 meeting.
 City Council Minutes for the December 16, 2014 meeting.
 - b.** *To consider for approval the reappointment of Stephanie Green as a Board of Adjustment Member.
 - c.** To consider approval of paid vouchers for (January 8, 2015)

PLEASE NOTE: THE ORDER OF THE FOLLOWING ITEMS MAY BE SUBJECT TO CHANGE.

- 7. PRESENTATIONS:**
 - A.** Presentation from the Utah Government Finance Officers Association an award for the City's budget document.
 - B.** Presentation of Certificates to the Leadership Training Graduates. *Presenter: Administrator Darrington*
 - C.** Becca Mallory, Victim Advocate, to update the Council on the program status.
 - D.** Discussion regarding adding curb-side glass recycling as a city service. *Presenter: Richard Guernsey*
- 8. ACTION ITEMS READY FOR VOTE:**
 - A.** To consider for adoption a Resolution (**2015-03**) authorizing the Mayor to declare 2 iPads as surplus and directs that it be disposed of according to the City's policy for disposing of surplus property. *Presenter: Administrator Darrington*
 - B.** To consider for adoption an Ordinance (**2015-3**) authorizing the Mayor to sign a Franchise Agreement with XO Communications, LLC; and providing for an effective date. *Presenter: Attorney Petersen*
- 9. ACTION ITEMS WITH PUBLIC DISCUSSION:**
- 10. DISCUSSION ITEMS FOR THE JANUARY 20, 2015 MEETING.**

11. **ITEMS FOR DISCUSSION – NO ACTION TAKEN:**
12. **NEIGHBORHOOD AND STAFF BUSINESS**
13. **MAYOR AND COUNCIL BUSINESS**
14. **SIGNING OF PLATS**
15. **REVIEW CALENDAR**
16. **ADJOURN**

CERTIFICATE OF POSTING:

I certify that the above notice and agenda was posted in three public places within the Pleasant Grove City limits and on the State (<http://pmn.utah.gov>) and City websites (www.plgrove.org).

Posted by: /s/ Kathy T. Kresser, City Recorder
Date: January 9, 2015 Reposted January 12, 2015 at 1:30 p.m.
Time: 5:00 p.m.
Place: City Hall, Library and Community Development Building

Supporting documents can be found online at: <http://www.plgrove.org/pleasant-grove-information-25006/staff-reports-78235>

*Note: If you are planning to attend this public meeting and due to a disability, need assistance in understanding or participating in the meeting, please notify the City Recorder, 801-785-5045, forty-eight hours in advance of the meeting and we will try to provide whatever assistance may be required.

RESOLUTION NO. 2015-03

A RESOLUTION OF THE GOVERNING BODY OF PLEASANT GROVE CITY AUTHORIZING THE MAYOR TO DECLARE 2 IPADS AS SURPLUS PROPERTY AND DIRECTS THAT THEY BE DISPOSED OF ACCORDING TO THE CITY'S POLICY FOR DISPOSING OF SURPLUS PROPERTY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Pleasant Grove City has two tablet type electronic devices that are no longer needed for city business; and

WHEREAS, a fair market value for the devices has been established; and

WHEREAS, the City has established a process for selling or disposing of surplus property; and

WHEREAS, the City would like to declare 2 iPads as surplus and be disposed of according to the City's policy; and

WHEREAS, the City Council finds that it is in the best interests of the City to divest itself and recoup some of the costs by selling said surplus property.

NOW THEREFORE, BE IT RESOLVED by the City Council of Pleasant Grove, Utah as follows:

SECTION 1.

The Mayor hereby declares 2 iPads as surplus and directs that they be disposed of according to the City's policy for disposing of surplus property.

SECTION 2.

The provisions of this Resolution shall take effect immediately.

PASSED AND ADOPTED BY THE CITY COUNCIL OF PLEASANT GROVE, UTAH,
this 13th day of January, 2015.

Michael W. Daniels, Mayor

(SEAL)

ATTEST:

Kathy T. Kresser, CMC, City Recorder

ORDINANCE NO. 2015-3

AN ORDINANCE OF THE CITY COUNCIL OF PLEASANT GROVE, UTAH COUNTY, UTAH, GRANTING, APPROVING, AND AUTHORIZING THE MAYOR TO SIGN A FRANCHISE AGREEMENT IN FAVOR OF XO COMMUNICATIONS, LLC FOR A NON-EXCLUSIVE FRANCHISE TO USE THE CITY RIGHTS OF WAY TO PROVIDE TELECOMMUNICATIONS SERVICES TO RESIDENTS AND BUSINESSES WITHIN THE BOUNDARIES OF PLEASANT GROVE CITY, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Company desires a non-exclusive franchise to provide telecommunication services to residents, businesses and other customers within the boundaries of the City, and to utilize City rights-of-way for such purpose; and

WHEREAS, the City considers it to be in the best interests of the City, and in furtherance of the health, safety and welfare of the public, to grant such franchise to the Company, and in connection therewith desires to authorize the use of City rights-of-way in accordance with the provisions of this Agreement, and all applicable City ordinances and state and federal law, including, without limitation, the Federal Telecommunications Act of 1996 (the "Telecommunications Act"); and

WHEREAS, City and XO Communications, LLC have negotiated this Agreement and now submit it for legislative and polity approval to the Municipal Council.

NOW THEREFORE, BE IT ORDAINED, by the Mayor and Council of Pleasant Grove City, Utah County, Utah, as follows:

SECTION 1: FRANCHISE GRANTED:

A non-exclusive franchise is hereby approved and GRANTED to XO Communications, LLC pursuant to the terms and conditions as set forth in the Franchise Agreement which is attached hereto as Exhibit "A" and the Telecommunications Franchise Ordinance of the City.

SECTION 2: AUTHORIZATION:

The Mayor is hereby authorized to sign the subject Franchise Agreement.

SECTION 3: EFFECTIVE DATE. This ordinance shall take effect immediately upon its passage and shall be posted or published as required by law.

SECTION 4: APPROVED AND ADOPTED AND MADE EFFECTIVE by the City Council of Pleasant Grove City, Utah County, Utah; this 13th day of January, 2015.

ATTEST:

Michael W. Daniels, Mayor

Kathy T. Kresser, CMC
City Recorder

(SEAL)

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (hereinafter “Agreement”) is entered into by and between the City of Pleasant Grove, Utah (hereinafter “CITY”), a municipal corporation and political subdivision of the State of Utah, with principal offices at 70 South 100 East, Pleasant Grove, Utah, 84062, and XO Communications Services, LLC, a limited liability company registered in the state of Delaware (hereinafter “XO”) with its principal offices at 13865 Sunrise Valley Drive, Herndon, VA 20171.

WITNESSETH:

WHEREAS, XO desires to provide voice, data or video transmission services within the CITY and in connection therewith to establish a telecommunications network in, under, along, over and across present and future rights-of-way of the CITY; and

WHEREAS, the CITY has enacted Title 7, Chapter 7 of the Pleasant Grove City Municipal Code (hereinafter the “Telecommunication Rights-of-Way Ordinance”) which governs the application and review process for Telecommunication Franchises in the CITY; and

WHEREAS, the CITY, in exercise of its management of public Rights-of-Way, believes that it is in the best interest of the public to provide XO Communications a nonexclusive franchise to operate a telecommunications network in the CITY.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, and for other good and valuable consideration, the CITY and XO Communications agree as follows:

ARTICLE 1. FRANCHISE AGREEMENT AND ORDINANCE.

1.1 **Agreement.** Upon execution by the parties, this Agreement shall be deemed to constitute a contract by and between CITY and XO Communications.

1.2 **Ordinance.** The CITY has adopted the Telecommunications Rights-of-Way Ordinance which is attached to this Agreement as Exhibit “A” and incorporated herein by reference. XO Communications acknowledges that it has had an opportunity to read and become familiar with the Telecommunications Rights-of-Way Ordinance. The parties agree that the provisions and requirements of the Telecommunications Rights-of-Way Ordinance are material terms of this Agreement, and that each party hereby agrees to be contractually bound to comply with the terms of the Telecommunications Rights-of-Way Ordinance. The definitions in the Telecommunications Rights-of-Way Ordinance shall apply herein unless a different meaning is indicated. Nothing in this Section shall be deemed to require XO Communications to comply with any provision of the Telecommunications Rights-of-Way Ordinance which is determined to be unlawful or beyond the CITY’s authority.

1.3 **Ordinance Amendments.** The CITY reserves the right to amend the Telecommunications Rights-of-Way Ordinance at any time. The CITY shall give reasonable notice and an opportunity to be heard concerning any proposed amendment. If there is any inconsistency between XO Communication's rights and obligations under the Telecommunications Rights-of-Way Ordinance as amended and this Agreement, the provisions of this Agreement shall govern during its term. Otherwise, XO agrees to comply with any such amendments.

1.4 **Franchise Description.** The Telecommunications Franchise provided hereby shall confer upon XO the nonexclusive right, privilege, and franchise to construct and maintain a telecommunications network in, under, above and across the present and future public Rights-of-Way in the City. The franchise does not grant to XO the right, privilege or authority to engage in community antenna (or cable) television business; although, nothing contained herein shall preclude XO from: (1) permitting those with a cable franchise who are lawfully engaged in such business to utilize XO's System within the City of Pleasant Grove for such purposes; or (2) from providing such service in the future if an appropriate franchise is obtained and all other legal requirements have been satisfied.

1.5 **Licenses.** XO acknowledges that it has obtained the necessary approvals, licenses or permits required by federal and state law to provide telecommunication services consistent with the provisions of this Agreement and with the Telecommunications Rights-of-Way Ordinance.

1.6 **Relationship.** Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner that would indicate any such relationship with each other.

ARTICLE 2. FRANCHISE FEE.

2.1 **Franchise Fee.** For the Franchise granted herein, XO shall pay to the CITY a tax in accordance with the Municipal Telecommunication License Tax Act (Utah Code Ann. 10-1-401 to 10-1-410), less any business license fee or business license tax enacted by the CITY. All payments shall be made to the Utah State Tax Commission, and sent as follows:

Utah State Tax Commission
210 North 1950 West
Salt Lake City, Utah 84134

2.2 **Equal Treatment.** CITY agrees that if any service forming part of the base for calculating the franchise fee under this Agreement is, or becomes, subject to competition from a third party, the CITY will either impose and collect from such third party a fee or tax on Gross Revenues from such competing service in the same percentage specified herein, plus the percentage specified as a utility revenue tax or license fee in the then current ordinances of the CITY, or waive collection of the fees provided for herein that are subject to such competition.

ARTICLE 3. TERM AND RENEWAL.

3.1 **Term and Renewal.** The franchise granted to XO shall be for a period of FIVE (5) years commencing on the first day of the month following this Agreement, unless this Franchise be sooner terminated as herein provided. At the end of the initial five (5) year term of this Agreement, the franchise granted herein may renewed for an additional five (5) year term upon the review and approval by the City upon the same terms and conditions as contained in this Agreement XO provides to the CITY's representative designated herein written notice of XO's intent to terminate this franchise not less than ninety (90) calendar days before the expiration of the initial franchise term.

3.2 **Rights of XO Upon Expiration or Revocation.** Upon expiration of the franchise granted herein, whether by lapse or time, by agreement between XO and the CITY, or by revocation or forfeiture, XO shall, upon ninety (90) days written request from the City remove from the Rights-of-Way any and all of its System, but in such event, it shall be the duty of XO, immediately upon such removal, to restore the Rights-of-Way from which such System is removed to as good condition as the same was before the removal was effected. However, if the parties are engaged in negotiations for a successor franchise, the parties shall continue to operate under the terms of this franchise until a successor agreement becomes final.

ARTICLE 4. POLICE POWERS.

The CITY expressly reserves, and XO expressly recognizes, the CITY's right and duty to adopt, from time to time, in addition to provisions herein contained, such ordinances and rules and regulations as the CITY may deem necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties.

ARTICLE 5. CHANGING CONDITIONS AND SEVERABILITY.

5.1 **Meet to Confer.** XO and the CITY recognize that many aspects of the telecommunication business are currently the subject of discussion, examination and inquiry by different segments of the industry and affected regulatory authorities and that these activities may ultimately result in fundamental changes in the way XO conducts its business and the way the CITY regulates the business. In recognition of the present state of uncertainty respecting these matters, XO and the CITY each agree, upon request of the other during the term of this Agreement, to meet with the other and discuss in good faith whether it would be appropriate, in view of developments of the kind referred to above during the term of this Agreement, to amend this Agreement or enter into separate, mutually satisfactory arrangements to effect a proper accommodation of any such developments.

5.2 **Severability.** If any section, sentence, paragraph, term or provision of this Agreement or the Telecommunications Rights-of-Way Ordinance is for any reason determined to

be or rendered illegal, invalid, or superseded by other lawful authority, including any state or federal, legislative, regulatory or administrative authority having jurisdiction thereof, or is determined to be unconstitutional, illegal or invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision, all of which shall remain in full force and effect for the term of this Agreement or any renewal or renewals thereof. If the invalidated portion is considered a material consideration for entering into this Agreement, the parties will negotiate, in good faith, an amendment to this Agreement. As used herein, “material consideration” for the CITY is its ability to collect the Franchise Fee during the term of this Agreement and its ability to manage the Rights-of-Way in a manner similar to that provided in this Agreement, the Telecommunications Rights-of-Way Ordinance, and the City’s Excavation Permit Ordinance. For XO, “material consideration” is its ability to use the Rights-of-Way for telecommunication purposes in a manner similar to that provided in this Agreement, the Telecommunications Rights-of-Way Ordinance, and the CITY’s Excavation Permit Ordinance.

**ARTICLE 6. EARLY TERMINATION, REVOCATION OF FRANCHISE
AND OTHER REMEDIES.**

6.1 **Grounds for Termination.** The CITY may terminate or revoke this Agreement and all rights and privileges herein provided for any of the following reasons:

(a) XO fails to make timely payments of the franchise fee as required under Article 2 of this Agreement and does not correct such failure within sixty (60) calendar days after written notice by the CITY of such failure;

(b) XO, by act or omission, materially violates a material duty herein set forth in any particular within XO’s control, and with respect to which redress is not otherwise herein provided. In such event, the CITY, acting by or through its CITY Council, may determine, after hearing, that such failure is of a material nature, and thereupon, after written notice giving XO notice of such determination, XO, within sixty (60) calendar days of such notice, shall commence efforts to remedy the conditions identified in the notice and shall have ninety (90) calendar days from the date it receives notice to remedy the conditions. After the expiration of such 90-day period and failure to correct such conditions, the CITY may declare the franchise forfeited and this Agreement terminated, and thereupon, XO shall have no further rights or authority hereunder; provided, however, that any such declaration of forfeiture and termination shall be subject to judicial review as provided by law, and provided further, that in the event such failure is of such nature that it cannot be reasonably corrected within the 90-day time period provided above, the CITY shall provide additional time for the reasonable correction of such alleged failure if the reason for the noncompliance was not the intentional or negligent act or omission of XO; or

(c) XO becomes insolvent, unable or unwilling to pay its debts, is adjudged bankrupt, or all or part of its facilities should be sold under an instrument to secure a debt and is not redeemed by XO within sixty (60) days.

6.2 **Reserved Rights.** Nothing contained herein shall be deemed to preclude XO from pursuing any legal or equitable rights or remedies it may have to challenge the action of the CITY.

6.3 **Remedies at Law.** In the event XO or the CITY fails to fulfill any of its respective obligations under this Agreement, the CITY or XO, whichever the case may be, shall have a breach of contract claim and remedy against the other, in addition to any other remedy provided herein or by law; provided, however, that no remedy that would have the effect of amending the specific provisions of this Agreement shall become effective without such action that would be necessary to formally amend the Agreement. In the event of any controversy, claim or action being filed or instituted between the CITY and XO relating to or arising out of this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and costs through all levels of action incurred by the prevailing party.

6.4 **Third Party Beneficiaries.** The benefits and protection provided by this Agreement shall inure solely to the benefit of the CITY and XO. This Agreement shall not be deemed to create any right in any person who is not a party and shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party (other than the permitted successors and assigns of a party hereto).

ARTICLE 7. PARTIES' DESIGNEES.

7.1 **CITY designee and Address.** The City Administrator or his or her designee(s) shall serve as the CITY's representative regarding administration of this Agreement. Unless otherwise specified herein or in the Telecommunications Rights-of-Way Ordinance, all notices from XO to the CITY pursuant to or concerning this Agreement, shall be delivered to the CITY's representative at 70 South 100 East, Pleasant Grove, Utah 84602, or such other officer and address as the CITY may designate by written notice to XO.

7.2 **Designee and Address.** XO's Director – Regulatory Contracts or his or her designee(s) shall serve as XO's representative regarding administration of this Agreement. Unless otherwise specified herein or in the Telecommunications Rights-of-Way Ordinance, all notices from the CITY to XO pursuant to or concerning this Agreement, shall be delivered to XO's headquarter offices at: 13865 Sunrise Valley Drive, Herndon, VA 20171, attention, Gegi Leeger, and such other office as XO may designate by written notice to the CITY.

7.3 **Failure of Designee.** The failure or omission of the CITY's or XO's representative to act shall not constitute any waiver or estoppels by the CITY or XO.

ARTICLE 8. INSURANCE AND INDEMNIFICATION

8.1 **Insurance.** Prior to commencing operations in the CITY pursuant to this Agreement, XO shall furnish to the CITY evidence that it has adequate general liability and

property damage insurance. The evidence may consist of a statement that XO is effectively self-insured if XO has substantial financial resources, as evidenced by its current certified financial statements and established credit rating, or substantial assets located in the State of Utah. Any and all insurance, whether purchased by XO from a commercial carrier, whether provided through a self-insured program, or whether provided in some other form or other program, shall be in a form, in an amount and of a scope of coverage acceptable to the CITY.

8.2 **Indemnification.** XO agrees to indemnify, defend and hold the CITY harmless from and against any and all claims, demands, liens, and all liability or damage of whatsoever kind on account of or arising from XO's acts or omissions pursuant to or related to this Agreement, and to pay any and all costs, including reasonable attorneys' fees, incurred by the CITY in defense of such claims. The CITY shall promptly give written notice to XO of any claim, demand, lien, liability, or damage, with respect to which the CITY seeks indemnification and, unless in the CITY's judgment a conflict of interest may exist between the parties with respect to the claim, demand, lien, liability, or damage, the CITY shall permit XO to assume the defense of such with counsel of XO's choosing. Notwithstanding any provision of this Section to the contrary, XO shall not be obligated to indemnify, defend or hold the CITY harmless to the extent any claim, demand, lien, damage, or liability arises out of or in connection with negligent acts or omissions of the CITY.

ARTICLE 9. INSTALLATION

9.1 **Coordinated Installation.** In order to prevent and/or minimize the number of cuts to and excavations within the CITY Rights-of-Way, XO shall coordinate with the CITY and other providers or users of the CITY Rights-of-Way, when such cuts and excavations will be made whenever reasonable. Unless otherwise permitted, installation, repairs, or maintenance of lines and facilities within the CITY Rights-of-Way shall be made in the same trench and at the time other installations, repairs or maintenance of facilities are conducted within the CITY Rights-of-Way.

9.2 **Underground Installation.** Unless otherwise provided, all of XO's facilities within the CITY shall be constructed underground. Notwithstanding the provisions of Article 1.3 of this Agreement, XO expressly agrees to install and maintain all of its facilities in accordance with CITY Ordinances regarding the undergrounding of utility lines, in effect at the time this Agreement is entered into and as subsequently amended during the term of this Agreement. Nothing herein shall require XO to convert existing overhead facilities to underground facilities until and unless other similarly situated providers in the same location are required to do so. In the event that existing overhead facilities are modified, expanded, or upgraded, XO shall be required to convert overhead facilities to underground facilities.

9.3 **Location of Conduit and Junction Boxes.** XO is required to coordinate and jointly locate conduit and junction boxes for backbone, mainline fiber, and wiring.

ARTICLE 10. GENERAL PROVISIONS

10.1 **Binding Agreement.** The parties represent that: (a) when executed by their respective representatives, this Agreement shall constitute legal and binding obligations of the parties; and (b) each party has complied with all relevant statutes, ordinances, resolutions, by-laws and other legal requirements applicable to their operation in entering into this Agreement. This Agreement shall be binding upon the heirs, successors, administrators and assigns of each of the parties.

10.2 **Governing Law.** This Agreement shall be interpreted pursuant to Utah law.

10.3 **Time of Essence.** Time shall be of the essence of this Agreement.

10.4 **Interpretation of Agreement.** The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number and vice versa, and the use of any gender shall include any other and all genders. The paragraphs and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

10.5 **No Presumption.** Both parties have participated in preparing this Agreement. Therefore, the parties stipulate that any court interpreting or construing this Agreement shall not apply the rule of construction that the Agreement should be more strictly construed against the drafting party.

10.6 **Entire Agreement and Amendments.** This Agreement and all attachments hereto constitute the entire agreement and understanding between the parties and replaces any previous agreement, understanding or negotiation between the parties with respect to its subject matter, and may be modified or amended, supplemented, or changed only by the written agreement of the parties, including the formal approval of the City Council. No oral modifications or amendments shall be effective.

SIGNED AND ENTERED INTO this ____ day of _____, 20__

“CITY”
CITY OF PLEASANT GROVE

By: _____
Michael W. Daniels, Mayor

ATTEST:

Kathy T. Kresser, City Recorder

APPROVED AS TO FORM:

Christine M. Petersen
City Attorney

FRANCHISEE
"XO COMMUNICATIONS SERVICES,
LLC"

By: _____
Its: _____

EXHIBIT "A"
Telecommunications Rights-of-Way Ordinance

CHAPTER 7

TELECOMMUNICATIONS; USE OF RIGHTS OF WAY

SECTION:

- 7-7- 1: Findings And Intent; Authority
- 7-7- 2: Definitions
- 7-7- 3: Administration; General Provisions
- 7-7- 4: Applicability; Exceptions
- 7-7- 5: Franchise Required
- 7-7- 6: Application For Franchise
- 7-7- 7: Compensation, Fees And Payments
- 7-7- 8: Insurance, Record Requirements
- 7-7- 9: Construction, Technical Requirements
- 7-7-10: Private Property; Obligation To Notify
- 7-7-11: Transfer Of Franchise And License
- 7-7-12: Enforcement; Rights Of City
- 7-7-13: Severability

7-7-1: **FINDINGS AND INTENT; AUTHORITY:**

- A. **Rights Of Way: The city finds that the rights of way within the city:**
 - 1. Are critical to the travel and transport of persons and property in the business and social life of the city;
 - 2. Are intended for public uses and must be managed and controlled consistent with that intent;
 - 3. Can be partially occupied by the facilities of utilities and other public service entities delivering utility and public services rendered for profit, to the enhancement of the health, welfare and general economic well-being of the city and its citizens; and
 - 4. Are a unique and physically limited resource requiring proper management to maximize the efficiency and to minimize the costs to the taxpayers of the foregoing uses and to minimize the inconven-

ience to and negative effects upon the public from such facilities' construction, placement, relocation and maintenance in the rights of way.

- B. **Compensation:** The city finds that the city should receive fair and reasonable compensation for use of the rights of way.
- C. **Local Concern:** The city finds that while telecommunications systems are in part an extension of interstate commerce, their operations also involve rights of way, municipal franchising and vital business and community service, which are of local concern.
- D. **Promotion Of Telecommunications Services:** The city finds that it is in the best interests of its taxpayers and citizens to promote the rapid development of telecommunications services, on a non-discriminatory basis, responsive to community and public interest, and to assure availability for municipal, educational and community services.
- E. **Franchise Standards:** The city finds that it is in the interests of the public to franchise and to establish standards for franchising providers in a manner that:
 - 1. Fairly and reasonably compensates the city on a competitively neutral and nondiscriminatory basis as provided herein;
 - 2. Encourages competition by establishing terms and conditions under which providers may use the rights of way to serve the public;
 - 3. Fully protects the public interest and the city from any harm that may flow from such commercial use of rights of way;
 - 4. Protects the police powers and rights of way management authority of the city, in a manner consistent with federal and state law;
 - 5. Otherwise protects the public interest in the development and use of the city infrastructure;
 - 6. Protects the public's investment in improvements in the rights of way; and
 - 7. Ensures that no barriers to entry of telecommunications providers are created and that such franchising is accomplished in a manner that does not prohibit or have the effect of prohibiting telecommuni-

ation services, within the meaning of the telecommunications act of 1996 ("act") (P.L. no. 96-104).

- F. **Power To Manage Rights Of Way:** The city adopts this telecommunications chapter pursuant to its power to manage the rights of way, pursuant to common law, the Utah constitution and statutory authority, and receive fair and reasonable compensation for the use of rights of way by providers as expressly set forth by section 253 of the act. (Ord. 2000-39, 10-17-2000)

7-7-2: DEFINITIONS: For purposes of this chapter, the following terms, phrases, words and their derivatives shall have the meanings set forth in this section, unless the context clearly indicates that another meaning is intended. Words used in the present tense include the future tense, words in the single number include the plural number, words in the plural number include the singular. The words "shall" and "will" are mandatory, and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

APPLICATION: The process by which a provider submits a request and indicates a desire to be granted a franchise to utilize the rights of way of all, or a part, of the city. An application includes all written documentation, verbal statements and representations, in whatever form or forum, made by a provider to the city concerning:
 a) the construction of a telecommunications system over, under, on or through the rights of way; b) the telecommunications services proposed to be provided in the city by a provider; and c) any other matter pertaining to a proposed system or service.

CITY: Pleasant Grove City, Utah.

COMPLETION DATE: The date that a provider begins providing services to customers in the city, or the date upon which construction of the telecommunications system is complete, whichever is earlier.

CONSTRUCTION COSTS: All costs of constructing a system, including make ready costs, other than engineering fees,

attorney or accountant fees, or other consulting fees.

**CONTROL OR
CONTROLLING
INTEREST:**

Actual working control in whatever manner exercised, including, without limitation, working control through ownership, management, debt instruments or negative control, as the case may be, of the system or of a provider. A rebuttable presumption of the existence of control or a controlling interest shall arise from the beneficial ownership, directly or indirectly, by any person or group of persons acting in concert, of more than thirty five percent (35%) of any provider (which person or group of persons is hereinafter referred to as "controlling person"). "Control" or "controlling interest", as used herein, may be held simultaneously by more than one person or group of persons.

FCC:

The federal communications commission or any successor thereto.

FRANCHISE:

The rights and obligations extended by the city to a provider to own, lease, construct, maintain, use or operate a system in the rights of way within the boundaries of the city. Any such authorization, in whatever form granted, shall not mean or include:

A. Any other permit or authorization required for the privilege of transacting and carrying on a business within the city required by the ordinances and laws of the city;

B. Any other permit, agreement or authorization required in connection with operations on rights of way or public property, including, without limitation, permits and agreements for placing devices on or in poles, conduits or other structures, whether owned by the city or a private entity, or for excavating or performing other work in or along the rights of way.

FRANCHISE AGREEMENT:

A contract entered into in accordance with the provisions of this chapter between the city and a franchisee that sets forth, subject to this chapter, the terms and conditions under which a franchise will be exercised.

GROSS REVENUE:

Includes all revenues of a provider that may be included as gross revenue within the meaning of Utah Code Annotated title 11, chapter 26, as amended. In the case of any provider not covered within the ambit of Utah Code Annotated title 11, chapter 26, the definition of "gross revenue" shall be that set forth in the franchise agreement.

INFRASTRUCTURE PROVIDER:

A person providing to another, for the purpose of providing telecommunication services to customers, all or part of the necessary system which uses the rights of way.

OPEN VIDEO SERVICE:

Any video programming services provided to any person through the use of rights of way by a provider that is certified by the FCC to operate an open video system pursuant to section 651 et seq., of the telecommunications act (to be codified at 47 United States Code title VI, part V), regardless of the system used.

OPEN VIDEO SYSTEM:

The system of cables, wires, lines, towers, wave guides, optic fiber, microwave, laser beams and any associated converters, equipment, or facilities designed and constructed for the purpose of producing, receiving, amplifying or distributing open video services to or from subscribers or locations within the city.

OPERATOR:

Any person who provides service over a telecommunications system and directly or through one or more persons owns a controlling interest in such system, or who otherwise controls or is responsible for the operation of such a system.

ORDINANCE OR TELECOMMUNICATIONS ORDINANCE:	This telecommunications chapter concerning the granting of franchises in and by the city for the construction, ownership, operation, use or maintenance of a telecommunications system.
PSC:	The public service commission or any successor thereto.
PERSON:	Includes any individual, corporation, partnership, association, joint stock company, trust or any other legal entity, but not the city.
PERSONAL WIRELESS SERVICES FACILITIES:	Has the same meaning as provided in section 704 of the act (47 United States Code 332(c)(7)(c)), which includes what is commonly known as cellular and PSC services that do not install any system or portion of a system in the rights of way.
PROVIDER:	An operator, infrastructure provider, reseller or system lessee.
RESELLER:	Refers to any person that provides local exchange service over a system for which a separate charge is made, where that person does not own or lease the underlying system used for the transmission.
RIGHTS OF WAY:	The surface of and the space above and below any public street, sidewalk, alley or other public way of any type whatsoever, now or hereafter existing as such within the city.
SIGNAL:	Any transmission or reception of electronic, electrical, light or laser or radio frequency energy or optical information, in either analog or digital format.
SYSTEM LESSEE:	Refers to any person that leases a system or a specific portion of a system to provide services.
TELECOMMUNICATIONS:	The transmission, between or among points specified by the user, of information of the user's choosing (e.g., data, video and voice),

without change in the form or content of the information sent and received.

**TELECOMMUNICA-
TIONS SERVICE
OR SERVICES:**

Any telecommunications services provided by a provider within the city that the provider is authorized to provide under federal, state and local law, and any equipment and/or facilities required for and integrated with the services provided within the city, except that these terms do not include "cable service", as defined in the cable communications policy act of 1984, as amended by the cable television consumer protection and competition act of 1992 (47 United States Code 521 et seq.) and the telecommunications act of 1996.

**TELECOMMUNICA-
TIONS SYSTEM
OR SYSTEM:**

All conduits, manholes, poles, antennas, transceivers, amplifiers and all other electronic devices, equipment, wire and appurtenances owned, leased or used by a provider, located in the rights of way and utilized in the provision of services, including fully digital or analog, voice data and video imaging and other enhanced telecommunications services. Telecommunications system or systems also includes an open video system.

WIRE:

Fiber optic telecommunications cable, wire, coaxial cable or other transmission medium that may be used in lieu thereof for similar purposes. (Ord. 2000-39, 10-17-2000; amd. 2003 Code)

7-7-3: ADMINISTRATION; GENERAL PROVISIONS:

- A. **Conflicts:** In the event of a conflict between any provision of this chapter and a franchise entered pursuant to it, the provisions of this chapter shall control.
- B. **New Developments:** It shall be the policy of the city to liberally amend this chapter, upon application of a provider, when necessary to enable the provider to take advantage of any developments in the field of telecommunications which will afford the provider an

opportunity to more effectively, efficiently or economically serve itself or the public. (Ord. 2000-39, 10-17-2000)

- C. **Notices:** All notices from a provider to the city required under this chapter or pursuant to a franchise granted pursuant to this chapter shall be directed to the officer as designated by the mayor. A provider shall provide in any application for a franchise the identity, address and phone number of the person designated to receive notices from the city. A provider shall immediately notify the city of any change in its name, address or telephone number. (Ord. 2000-39, 10-17-2000; amd. 2003 Code)
- D. **Exercise Of Police Power:** To the full extent permitted by applicable law either now or in the future, the city reserves the right to adopt or issue such rules, regulations, orders or other directives that it finds necessary or appropriate in the lawful exercise of its police powers.
- E. **Construction:**
1. **Federal And State Statutes:** This chapter shall be construed in a manner consistent with all applicable federal and state statutes.
 2. **Applicability:** This chapter shall apply to all franchises granted or renewed after the effective date hereof. This chapter shall further apply, to the extent permitted by applicable federal or state law, to all existing franchises granted prior to the effective date hereof and to a provider providing services, without a franchise, prior to the effective date hereof.
 3. **Other Applicable Ordinances:** A provider's rights are subject to the police powers of the city to adopt and enforce ordinances necessary to the health, safety and welfare of the public. A provider shall comply with all applicable general laws and ordinances enacted by the city pursuant to its police powers. In particular, all providers shall comply with the city zoning and other land use requirements.
 4. **City Failure To Enforce:** A provider shall not be relieved of its obligation to comply with any of the provisions of this chapter or any franchise granted pursuant to this chapter by reason of any failure of the city to enforce prompt compliance.
 5. **Construed According To Utah Law:** This chapter and any franchise granted pursuant to this chapter shall be construed and enforced in accordance with the substantive laws of the state. (Ord. 2000-39, 10-17-2000)

7-7-4: APPLICABILITY; EXCEPTIONS:

- A. **Providers:** This chapter shall provide the basic local scheme for providers of telecommunications services and systems that require the use of the rights of way, including providers of both the system and service, those providers of the system only and those providers who do not build the system but who only provide services. This chapter shall apply to all future providers and to all providers in the city prior to the effective date hereof, whether operating with or without a franchise as set forth in subsection 7-7-3E2 of this chapter.
- B. **Excluded Activities:**
1. **Cable Television Operators:** This chapter shall not apply to cable television operators otherwise regulated by the cable television ordinance.
2. **Wireless Service Facilities:** This chapter shall not apply to personal wireless service facilities.
- C. **Excluded Providers; Provisions Applicable:** Providers excused by other law that prohibits the city from requiring a franchise shall not be required to obtain a franchise, but all of the requirements imposed by this chapter through the exercise of the city's police power and not preempted by other law shall be applicable. (Ord. 2000-39, 10-17-2000)

7-7-5: FRANCHISE REQUIRED:

- A. **Nonexclusive Franchise; Authority:** The city is empowered and authorized to issue nonexclusive franchises governing the installation, construction and maintenance of systems in the city rights of way, in accordance with the provisions of this chapter. The franchise is granted through a franchise agreement entered into between the city and provider.
- B. **Provider Required To Obtain:** Except to the extent preempted by federal or state law, as ultimately interpreted by a court of competent jurisdiction, including any appeals, every provider must obtain a franchise prior to constructing a telecommunications system or providing telecommunications services using the rights of way, and every provider must obtain a franchise before constructing an open video system or providing open video services via an open video system. Any open video system or service shall be subject to the

customer service and consumer protection provisions applicable to the cable TV companies to the extent the city is not preempted or permitted as ultimately interpreted by a court of competent jurisdiction, including any appeals. The fact that particular telecommunications systems may be used for multiple purposes does not obviate the need to obtain a franchise for other purposes. By way of illustration and not limitation, a cable operator of a cable system must obtain a cable franchise, and, should it intend to provide telecommunications services over the same system, must also obtain a telecommunications franchise.

- C. **Nature Of Grant:** A franchise shall not convey title, equitable or legal, in the rights of way. A franchise is only the right to occupy rights of way on a nonexclusive basis for the limited purposes and for the limited period stated in the franchise; the right may not be subdivided, assigned or subleased, except as may be expressly provided in the franchise agreement. A franchise does not excuse a provider from obtaining appropriate access or pole attachment agreements before collocating its system on the property of others, including the city's property. This subsection shall not be construed to prohibit a provider from leasing conduit to another provider, so long as the lessee has obtained a franchise.
- D. **Current Providers; Time Limit To Request:** Except to the extent exempted by federal or state law, any provider acting without a franchise on the effective date hereof shall request issuance of a franchise from the city within ninety (90) days of the effective date hereof. If such request is made, the provider may continue providing service during the course of negotiations. If a timely request is not made, or if negotiations cease and a franchise is not granted, the provider shall comply with the provisions of subsection 7-7-12D of this chapter.
- E. **Nature Of Franchise:** The franchise granted by the city under the provisions of this chapter shall be a nonexclusive franchise providing the right and consent to install, repair, maintain, remove and replace its system on, over and under the rights of way in order to provide services.
- F. **Regulatory Approval Needed:** Before offering or providing any services pursuant to the franchise, a provider shall obtain any and all regulatory approvals, permits, authorizations or licenses for the offering or provision of such services from the appropriate federal, state and local authorities, if required, and shall submit to the city,

upon the written request of the city, evidence of all such approvals, permits, authorizations or licenses.

- G. Term: No franchise issued pursuant to this chapter shall have a term of less than five (5) years or greater than fifteen (15) years. Each franchise shall be granted in a nondiscriminatory manner. (Ord. 2000-39, 10-17-2000)

7-7-6: APPLICATION FOR FRANCHISE:

- A. Required; Form: To obtain a franchise to construct, own, maintain or provide services through any system within the city, to obtain a renewal of a franchise granted pursuant to this chapter or to obtain the city approval of a transfer of a franchise, as provided in subsection 7-7-11A2 of this chapter, granted pursuant to this chapter, an application must be filed with city on the form attached to ordinance 2000-39 as exhibit A, and on file in the city office, which is hereby incorporated by reference. The application form may be changed by the community services director so long as such changes request information that is consistent with this chapter. Such application form, as amended, is incorporated by reference. (Ord. 2000-39, 10-17-2000; amd. 2003 Code)
- B. Criteria: In making a determination as to an application filed pursuant to this chapter, the city may, but shall not be limited to, request or consider the following from the provider:
1. A copy of the order from the PSC granting a certificate of convenience and necessity, if any is necessary for provider's offering of services within the state.
 2. Certification of the provider's financial ability to compensate the city for provider's intrusion, maintenance and use of the rights of way during the franchise term proposed by the provider.
 3. Provider's agreement to comply with the requirements of section 7-7-9 of this chapter.
 4. Proof of adequate liability insurance in an amount to be set by resolution of the city council as required in subsection 7-7-8A of this chapter.
- C. Determination By City: The city, in its discretion, shall determine the award of any franchise on the basis of these and other considera-

tions relevant to the use of the rights of way. (Ord. 2000-39, 10-17-2000)

7-7-7: COMPENSATION, FEES AND PAYMENTS:

- A. **Compensation; Provider Obligations:** As fair and reasonable compensation for any franchise granted pursuant to this chapter, a provider shall have the following obligations:
1. **Application Fee:** In order to offset the cost to the city to review an application for a franchise and in addition to all other fees, permits or charges, a provider shall pay to the city, at the time of application, a five hundred dollars (\$500.00) nonrefundable application fee to the city.
 2. **Franchise Fee:** The franchise fee, if any, shall be set forth in the franchise agreement. The obligation to pay a franchise fee shall commence on the completion date.
 3. **Excavation Permits:** The provider shall also pay fees required for an excavation permit as provided in section 7-8-5 of this title.
 4. **Failure To Pay:** Providers who fail to obtain any required permit or franchise, or to pay the required fees under this chapter, shall be subject to a civil penalty of five thousand dollars (\$5,000.00), in addition to any other fees or penalties due the city as provided for under this chapter.
- B. **Due:** All franchise fees shall be paid on a monthly basis within forty five (45) days of the close of each calendar month.
- C. **Statement Of Calculation; Certification:** Each fee payment shall be accompanied by a statement showing the manner in which the fee was calculated and shall be certified as to its accuracy. (Ord. 2000-39, 10-17-2000)
- D. **Future Costs:** A provider shall pay to the city, or to third parties at the direction of the city, an amount equal to the reasonable costs and reasonable expenses that the city incurs for the services of third parties (including, but not limited to, attorneys and other consultants) in connection with any renewal or provider initiated renegotiation, or amendment of this chapter or a franchise. Any costs associated with any work to be done by the public works department to provide

space on city owned poles shall be borne by the provider. (Ord. 2000-39, 10-17-2000; amd. 2003 Code)

- E. **Taxes, Assessments:** To the extent taxes or other assessments are imposed by taxing authorities, other than the city, on the use of the city property as a result of a provider's use or occupation of the rights of way, the provider shall be responsible for payment of its pro rata share of such taxes, payable annually unless otherwise required by the taxing authority. Such payments shall be in addition to any other fees payable pursuant to this chapter.
- F. **Interest On Late Payments:** In the event that any payment is not actually received by the city on or before the applicable date fixed in the franchise, interest thereon shall accrue from such date until received at the rate charged for delinquent state taxes.
- G. **Acceptance Of Fee; Not Construed Satisfaction:** No acceptance by the city of any fee shall be construed as an accord that the amount paid is in fact the correct amount, nor shall such acceptance of such fee payment be construed as a release of any claim the city may have for additional sums payable.
- H. **Additional Taxes Or Fees Still Applicable:** The fee payment is not a payment in lieu of any tax, fee or other assessment, except as specifically provided in this chapter or as required by applicable law. By way of example, and not limitation, excavation permit fees and fees to obtain space on the city owned poles are not waived and remain applicable.
- I. **Operation After Term; Continuing Obligation And Holdover:** In the event a provider continues to operate all or any part of the system after the term of the franchise, such operator shall continue to comply with all applicable provisions of this chapter and the franchise, including, without limitation, all compensation and other payment provisions throughout the period of such continued operation; provided, that any such continued operation shall in no way be construed as a renewal or other extension of the franchise, nor as a limitation on the remedies, if any, available to the city as a result of such continued operation after the term, including, but not limited to, damages and restitution.
- J. **Publication Costs:** A provider shall assume any publication costs associated with its franchise that may be required by law. (Ord. 2000-39, 10-17-2000)

7-7-8: INSURANCE, RECORD REQUIREMENTS:

- A. **Insurance Required:** Prior to the execution of a franchise, a provider will deposit with the city an irrevocable, unconditional letter of credit or surety bond as required by the terms of the franchise, and shall obtain and provide proof of the insurance coverage required by the franchise. A provider shall also indemnify the city as set forth in the franchise.
- B. **Oversight:** The city shall have the right to oversee, regulate and inspect periodically the construction, maintenance and upgrade of the system, and any part thereof, in accordance with the provisions of the franchise and applicable law. A provider shall establish and maintain managerial and operational records, standards, procedures and controls to enable a provider to prove, in reasonable detail, to the satisfaction of the city at all times throughout the term, that a provider is in compliance with the franchise. A provider shall retain such records for not less than the applicable statute of limitations.
- C. **Records Maintenance:** A provider shall at all times maintain:
1. On file with the city, a full and complete set of plans, records and as built hard copy maps and, to the extent the maps are placed in an electronic format, they shall be made in electronic format compatible with the city's existing GIS system, of all existing and proposed installations and the types of equipment and systems installed or constructed in the rights of way, properly identified and described as to the types of equipment and facility by appropriate symbols and marks, which shall include annotations of all rights of ways where work will be undertaken. As used herein, as built maps include file construction prints. Maps shall be drawn to scale. As built maps, including the compatible electronic format, as provided above, shall be submitted within thirty (30) days of completion of work or within thirty (30) days after completion of modification and repairs. As built maps are not required of the provider who is the incumbent local exchange carrier for the existing system to the extent they do not exist.
 2. Throughout the term of the franchise, a provider shall maintain complete and accurate books of account and records of the business, ownership and operations of a provider with respect to the system in a manner that allows the city at all times to determine whether a provider is in compliance with the franchise. Should the city reasonably determine that the records are not being maintained in such a manner, a provider shall alter the manner in which the

books and/or records are maintained so that a provider comes into compliance with this section. All financial books and records which are maintained in accordance with the regulations of the FCC and any governmental entity that regulates utilities in the state and generally accepted accounting principles shall be deemed to be acceptable under this section.

- D. **Confidentiality:** If the information required to be submitted is proprietary in nature or must be kept confidential by federal, state or local law, upon proper request by a provider, such information shall be classified as a protected record within the meaning of the Utah government records access and management act (GRAMA), making it available only to those who must have access to perform their duties on behalf of the city; provided, that a provider notifies the city of, and clearly labels the information which a provider deems to be confidential, proprietary information. Such notification and labeling shall be the sole responsibility of the provider.
- E. **Provider's Expense:** All reports and records required under this chapter shall be furnished at the sole expense of a provider, except as otherwise provided in this chapter or a franchise.
- F. **Right Of Inspection:** For the purpose of verifying the correct amount of the franchise fee, the books and records of the provider pertaining thereto shall be open to inspection or audit by duly authorized representatives of the city at all reasonable times, upon giving reasonable notice of the intention to inspect or audit the books and records. The provider agrees to reimburse the city the reasonable costs of an audit if the audit discloses that the provider has paid ninety five percent (95%) or less of the compensation due the city for the period of such audit. In the event the accounting rendered to the city by the provider herein is found to be incorrect, then payment shall be made on the corrected amount within thirty (30) calendar days of written notice, it being agreed that the city may accept any amount offered by the provider, but the acceptance thereof by the city shall not be deemed a settlement of such item if the amount is in dispute or is later found to be incorrect. (Ord. 2000-39, 10-17-2000)

7-7-9: CONSTRUCTION, TECHNICAL REQUIREMENTS:

- A. **Compliance Required; Excavation Permit:** No provider shall receive a franchise unless it agrees to comply with each of the terms set forth in this section governing construction and technical requirements for its system, in addition to any other reasonable requirements or

procedures specified by the city or the franchise, including requirements regarding locating and sharing in the cost of locating portions of the system with other systems or with city utilities. A provider shall obtain an excavation permit, pursuant to chapter 8 of this title, before commencing any work in the rights of way.

- B. **Quality And Performance Of Work:** All work involved in the construction, maintenance, repair, upgrade and removal of the system shall be performed in a safe, thorough and reliable manner, using materials of good and durable quality. If, at any time, it is determined by the FCC or any other agency granted authority by federal law or the FCC to make such determination, that any part of the system, including, without limitation, any means used to distribute signals over or within the system, is harmful to the public health, safety or welfare, or quality of service or reliability, then a provider shall, at its own cost and expense, promptly correct all such conditions.
- C. **Licenses And Permits:** A provider shall have the sole responsibility for diligently obtaining, at its own cost and expense, all permits, licenses or other forms of approval or authorization necessary to construct, maintain, upgrade or repair the system, including, but not limited to, any necessary approvals from persons and/or the city to use private property, easements, poles and conduits. A provider shall obtain any required permit, license, approval or authorization, including, but not limited to, excavation permits, pole attachment agreements, etc., prior to the commencement of the activity for which the permit, license, approval or authorization is required.
- D. **Relocation Of System:**
1. **New Grades Or Lines; Excavation Requirements:** If the grades or lines of any rights of way are changed at any time in a manner affecting the system, then a provider shall comply with the requirements of chapter 8 of this title.
 2. **Emergency; City Authority To Move System:** The city may, at any time, in case of fire, disaster or other emergency, as determined by the city in its reasonable discretion, cut or move any parts of the system and appurtenances on, over or under the rights of way of the city, in which event the city shall not be liable therefor to a provider. The city shall notify a provider in writing prior to, if practicable, but in any event as soon as possible and in no case later than the next business day following any action taken under this section. Notice shall be given as provided in subsection 7-7-3C of this chapter.

3. **Temporary Move For Third Party:** A provider shall, upon prior reasonable written notice by the city or any person holding a permit to move any structure, and within the time that is reasonable under the circumstances, temporarily move any part of its system to permit the moving of said structure. A provider may impose a reasonable charge on any person other than the city for any such movement of its systems.

4. **Change In Rights Of Way; Obligation To Move System:** When the city is changing a right of way and makes a written request, a provider is required to move or remove its system from the right of way, without cost to the city, to the extent provided in the excavation ordinance, as provided in chapter 8 of this title. This obligation does not apply to systems originally located on private property pursuant to a private easement, which property was later incorporated into the rights of way, if that private easement grants a superior vested right. This obligation exists whether or not the provider has obtained an excavation permit.

- E. **Protection Of Structures, Landmarks:** In connection with the construction, maintenance, repair, upgrade or removal of the system, a provider shall, at its own cost and expense, protect any and all existing structures belonging to the city and all designated landmarks, as well as all other structures within any designated landmark district. A provider shall obtain the prior written consent of the city to alter any water main, power facility, sewerage or drainage system, or any other city structure on, over or under the rights of way of the city required because of the presence of the system. Any such alteration shall be made by the city or its designee on a reimbursable basis. A provider agrees that it shall be liable for the costs incurred by the city to replace or repair and restore to its prior condition in a manner as may be reasonably specified by the city, any municipal structure or any other rights of way of the city involved in the construction, maintenance, repair, upgrade or removal of the system that may become disturbed or damaged as a result of any work thereon by or on behalf of a provider pursuant to the franchise.
- F. **Obstructions Prohibited:** In connection with the construction, maintenance, upgrade, repair or removal of the system, a provider shall not unreasonably obstruct the rights of way of fixed guideway systems, railways, passenger travel or other traffic to, from or within the city without the prior consent of the appropriate authorities.
- G. **Safety Precautions:** A provider shall, at its own cost and expense, undertake all necessary and appropriate efforts to prevent accidents

at its work sites, including the placing and maintenance of proper guards, fences, barricades, security personnel and suitable and sufficient lighting, and such other requirements prescribed by OSHA and Utah OSHA. A provider shall comply with all applicable federal, state and local requirements, including, but not limited to, the national electrical safety code.

- H. **Repair Of Rights Of Way:** After written reasonable notice to the provider, unless, in the sole determination of the city, an eminent danger exists, any rights of way within the city which are disturbed or damaged during the construction, maintenance or reconstruction by a provider of its system may be repaired by the city at the provider's expense, to a condition as good as that prevailing before such work was commenced. Upon doing so, the city shall submit to such a provider an itemized statement of the cost for repairing and restoring the rights of ways intruded upon. The provider shall, within thirty (30) days after receipt of the statement, pay to the city the entire amount thereof.
- I. **Maintenance Of System:** A provider shall:
1. Install and maintain all parts of its system in a nondangerous condition throughout the entire period of its franchise.
 2. Install and maintain its system in accordance with standard prudent engineering practices and shall conform, when applicable, with the national electrical safety code and all applicable other federal, state and local laws or regulations.
 3. At all reasonable times, permit examination by any duly authorized representative of the city of the system and its effect on the rights of way.
- J. **Trimming Trees; Authority:** With prior written approval of the city, a provider shall have the authority to trim trees, in accordance with all applicable utility restrictions, ordinance and easement restrictions, upon and hanging over rights of way so as to prevent the branches of such trees from coming into contact with its system. (Ord. 2000-39, 10-17-2000)

7-7-10: **PRIVATE PROPERTY; OBLIGATION TO NOTIFY:** Before entering onto any private property, a provider shall make a good faith attempt to contact the property owners in advance and describe the work to be performed. (Ord. 2000-39, 10-17-2000)

7-7-11: TRANSFER OF FRANCHISE AND LICENSE:**A. Notification Of Sale:**

1. PSC Approval: When a provider is the subject of a sale, transfer, lease, assignment, sublease or disposal, in whole or in part, either by force or involuntary sale, or by ordinary sale, consolidation or otherwise, such that it or its successor entity is obligated to inform or seek the approval of the PSC, the provider or its successor entity shall promptly notify the city of the nature of the transaction. The notification shall include either:

a. The successor entity's certification that the successor entity unequivocally agrees to all of the terms of the original provider's franchise agreement; or

b. The successor entity's application, in compliance with section 7-7-6 of this chapter.

2. Transfer Of Franchise: Upon receipt of a notification and certification in accordance with subsection A1a of this section, the city designee, as provided in subsection 7-7-12A1 of this chapter, shall send notice affirming the transfer of the franchise to the successor entity. If the city has good cause to believe that the successor entity may not comply with this chapter or the franchise agreement, it may require an application for the transfer. The application shall comply with section 7-7-6 of this chapter.

3. PSC Approval No Longer Required: If the PSC no longer exists or if its regulations or state law no longer require approval of transactions described in subsection A of this section, and the city has good cause to believe that the successor entity may not comply with this chapter or the franchise agreement, it may require an application. The application shall comply with section 7-7-6 of this chapter.

B. Events Of Sale: The following events shall be deemed to be a sale, assignment or other transfer of the franchise requiring compliance with subsection A of this section:

1. The sale, assignment or other transfer of all or a majority of a provider's assets to another person;

2. The sale, assignment or other transfer of capital stock or partnership, membership or other equity interests in a provider by

one or more of its existing shareholders, partners, members or other equity owners so as to create a new controlling interest in a provider;

3. The issuance of additional capital stock or partnership, membership or other equity interest by a provider so as to create a new controlling interest in such a provider; or

4. The entry by a provider into an agreement with respect to the management or operation of such provider or its system. (Ord. 2000-39, 10-17-2000)

7-7-12: ENFORCEMENT; RIGHTS OF CITY:

A. Enforcement; Remedies:

1. **City Designee:** The city is responsible for enforcing and administering this chapter, and the city or its designee, as appointed by the mayor, is authorized to give any notice required by law or under any franchise agreement.

2. **Enforcement Provisions:** Any franchise granted pursuant to this chapter shall contain appropriate provisions for enforcement, compensation and protection of the public, consistent with the other provisions of this chapter, including, but not limited to, defining events of default, procedures for accessing the bond/security fund and rights of termination or revocation.

B. Force Majeure: In the event a provider's performance of any of the terms, conditions or obligations required by this chapter or a franchise is prevented by a cause or event not within a provider's control, such inability to perform shall be deemed excused and no penalties or sanctions shall be imposed as a result thereof. For the purpose of this subsection, causes or events not within the control of a provider shall include, without limitation, acts of God, strikes, sabotage, riots or civil disturbances, failure or loss of utilities, explosions, acts of public enemies and natural disasters such as floods, earthquakes, landslides and fires.

C. Extended Operation; Continuity Of Services:

1. **Continuation After Expiration:** Upon either expiration or revocation of a franchise granted pursuant to this chapter, the city shall have discretion to permit a provider to continue to operate its system or provide services for an extended period of time not to exceed six (6)

months from the date of such expiration or revocation. A provider shall continue to operate its system under the terms and conditions of this chapter and the franchise granted pursuant to this chapter.

2. Incumbent Local Exchange Carrier; Negotiate Renewal: If the provider is the incumbent local exchange carrier, it shall be permitted to continue to operate its system and provide services while reasonable efforts are made to negotiate a renewal in good faith, but in no case longer than six (6) months after revocation or expiration of the franchise.

D. Removal Or Abandonment Of Franchise Property:

1. Abandoned System: In the event that: a) the use of any portion of the system is discontinued for a continuous period of twelve (12) months, and thirty (30) days after no response to written notice from the city to the last known address of provider; b) any system has been installed in the rights of way without complying with the requirements of this chapter or franchise; or c) the provisions of subsection 7-7-5D of this chapter are applicable and no franchise is granted, a provider, except the provider who is an incumbent local exchange carrier, shall be deemed to have abandoned such system.

2. Removal Of Abandoned System: The city, upon such terms as it may impose, may give a provider written permission to abandon, without removing, any system, or portion thereof, directly constructed, operated or maintained under a franchise. Unless such permission is granted or unless otherwise provided in this chapter, a provider shall remove within a reasonable time the abandoned system and shall restore, using prudent construction standards, any affected rights of way to their former state at the time such system was installed so as not to impair their usefulness. In removing its plant, structures and equipment, a provider shall refill, at its own expense, any excavation necessarily made by it and shall leave all rights of way in as good condition as that prevailing prior to such removal, without materially interfering with any electrical or telephone cable or other utility wires, poles or attachments. The city shall have the right to inspect and approve the condition of the rights of way, cables, wires, attachments and poles prior to and after removal. The liability, indemnity and insurance provisions of this chapter and any security fund provided in a franchise shall continue in full force and effect during the period of removal and until full compliance by a provider with the terms and conditions of this section.

3. **Transfer Of Abandoned System To City:** Upon abandonment of any system in place, a provider, if required by the city, shall submit to the city a written instrument, satisfactory in form to the city, transferring to the city the ownership of the abandoned system.

4. **Removal Of Aboveground System:** At the expiration of the term for which a franchise is granted, or upon its revocation or earlier expiration, as provided for by this chapter, in any such case without renewal, extension or transfer, the city shall have the right to require a provider to remove, at its expense, all aboveground portions of a system from the rights of way within a reasonable period of time, which shall not be less than one hundred eighty (180) days. If the provider is the incumbent local exchange carrier, it shall not be required to remove its system for a period of six (6) months if reasonable efforts are being made to negotiate a renewal in good faith.

5. **Leaving Underground System:** Notwithstanding anything to the contrary set forth in this chapter, a provider may abandon any underground system in place so long as it does not materially interfere with the use of the rights of way or with the use thereof by any public utility, cable operator or other person, and the approval is granted in writing by the city. (Ord. 2000-39, 10-17-2000)

7-7-13: **SEVERABILITY:** If any provision of this chapter is held by any federal, state or local court of competent jurisdiction to be invalid as conflicting with any federal or state statute, or is ordered by a court to be modified in any way in order to conform to the requirements of any such law and all appellate remedies with regard to the validity of the ordinance provisions in question are exhausted, such provision shall be considered a separate, distinct and independent part of this chapter, and such holding shall not affect the validity and enforceability of all other provisions hereof. In the event that such law is subsequently repealed, rescinded, amended or otherwise changed, so that the provision which had been held invalid or modified is no longer in conflict with such law, the provision in question shall return to full force and effect and shall again be binding on the city and the provider; provided, that the city shall give the provider thirty (30) days' written notice, or a longer period of time as may be reasonably required for a provider to comply with such a rejuvenated provision, of the change before requiring compliance with such provision. (Ord. 2000-39, 10-17-2000)



**NOTICE OF PUBLIC MEETING
OF THE
PLEASANT GROVE CITY COUNCIL**

Notice is hereby given that the Pleasant Grove City Council will hold a **regular meeting at 6:00 p.m. on Tuesday January 20, 2015** in the City Council Chambers 86 East 100 South Pleasant Grove, Utah. This is a public meeting and anyone interested is invited to attend.

AGENDA

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. OPENING REMARKS**
- 4. APPROVAL OF MEETING'S AGENDA**
- 5. OPEN SESSION**
- 6. CONSENT ITEMS:** (Consent items are only those which have been discussed beforehand, are non-controversial and do not require further discussion)
 - a.** City Council and Work Session Minutes:
 - b.** To consider approval of paid vouchers for (January , 2015)

PLEASE NOTE: THE ORDER OF THE FOLLOWING ITEMS MAY BE SUBJECT TO CHANGE.

- 7. PRESENTATIONS:**
- 8. ACTION ITEMS READY FOR VOTE:**
 - A.** Consider approval of a 9-lot subdivision final plat called Monson Acres Plat A located at approx. 921 East 100 North in the R1-9 (Single Family Residential) zone. **(MONKEY TOWN NEIGHBORHOOD)**
- 9. ACTION ITEMS WITH PUBLIC DISCUSSION:**
 - A. Public Hearing** to consider for adoption an Ordinance **(2015-1)** at the request of Steven Stoddard to amend Section 10-18-2-N of the City Code to allow the slope of a single family residential driveway to exceed the current maximum of 10% grade. *Presenter: Director Young*
 - B. Public Hearing** to consider for adoption an Ordinance **(2015-2)** at the request of Guy Fugal to amend Section 10-13-B to allow 60' total driveway width and 60' between driveways on properties within the Rural Agricultural Overlay. *Presenter: Director Young*
- 10. DISCUSSION ITEMS FOR THE JANUARY 27, 2015 MEETING.**
- 11. ITEMS FOR DISCUSSION – NO ACTION TAKEN:**
- 12. NEIGHBORHOOD AND STAFF BUSINESS**

13. MAYOR AND COUNCIL BUSINESS

14. SIGNING OF PLATS

15. REVIEW CALENDAR

16. ADJOURN

CERTIFICATE OF POSTING:

I certify that the above notice and agenda was posted in three public places within the Pleasant Grove City limits and on the State (<http://pmn.utah.gov>) and City websites (www.plgrove.org).

Posted by: /s/ Kathy T. Kresser, City Recorder

Date: January 16, 2015

Time: 5:00 p.m.

Place: City Hall, Library and Community Development Building

Supporting documents can be found online at: <http://www.plgrove.org/pleasant-grove-information-25006/staff-reports-78235>

*Note: If you are planning to attend this public meeting and due to a disability, need assistance in understanding or participating in the meeting, please notify the City Recorder, 801-785-5045, forty-eight hours in advance of the meeting and we will try to provide whatever assistance may be required.

DRAFT

SUNDAY

MONDAY

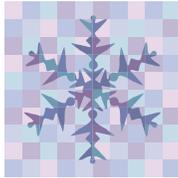
TUESDAY

WEDNESDAY

THURSDAY

FRIDAY

SATURDAY

				1 New Year's Day City offices are closed	2	3
4		6 Neighborhood Chair meeting 5:30 p.m. City Council Meeting 6:00 p.m.	7 Curbside Recycle Pickup Day North Route	8 Planning Commission Meeting 7:00 p.m.	9	10
11		13 City Council Meeting 6:00 p.m.	14 Curbside Recycle Pickup Day South Route	15 Board of Adjustment Meeting 7:00 p.m. Historical Preservation Committee Meeting 7:00 p.m.	16	17 
18	19 Martin Luther King Jr. Day City offices are closed	20 Neighborhood Chair meeting 5:30 p.m. City Council Meeting 6:00 p.m.	21 Curbside Recycle Pickup Day North Route	22	23	24
25		27 City Council Meeting 6:00 p.m.	28 Curbside Recycle Pickup Day South Route	29 	30	31

Department Staff Meetings

Administrative Services: 1st and 3rd Wed at 9:00 a.m.

Community Development: Wednesdays at 7:30 a.m.

Department Heads: Tuesday at 2:00 p.m.

Fire/EMS: 1st Wednesday of the month at 7:00 a.m.

Library: 1st Friday of the month

Parks: Tuesday at 7:00 a.m. - Recreation: Monday at 4:00 p.m.

Public Safety: 1st Friday of the month at 7:00 a.m.

Public Works: Wednesdays at 6:30 a.m.

JANUARY 2015

GL Acct No	Vendor	Vendor Name	Description	Invoice No	PO No	Inv Date	Amount
10-13100	GENERAL FUND - ACCTS REC.- CITY EMPLOYEES						
	7505	SKAGGS COMPANIES, INC.	PD/PERSONAL SUPPLIES	2361067		09/30/2014	141.98
	7505	SKAGGS COMPANIES, INC.	PD/PERSONAL SUPPLIES	2408896		12/22/2014	191.96
	7505	SKAGGS COMPANIES, INC.	PD/PERSONAL SUPPLIES	2410648		12/29/2014	144.98
	7505	SKAGGS COMPANIES, INC.	PD/PERSONAL SUPPLIES	2411472		12/30/2014	213.96
	7505	SKAGGS COMPANIES, INC.	PD/PERSONAL SUPPLIES	2411577		12/30/2014	244.98
	653.90						
10-15850	GENERAL FUND - POLICE WARRANT CLEARING						
	842	BEAVER COUNTY JUSTICE COURT	WARRANT CLEARING	01032015		01/03/2015	295.00
	5842	OREM JUSTICE COURT	WARRANT CLEARING	12312014		12/31/2014	555.00
	850.00						
10-21220	GENERAL FUND - RETIREMENT CONTRIBUTIONS A/P						
	7866	STANDARD INSURANCE COMPANY	DISABILITY PREMIUM	01102015		01/10/2015	2,515.85
10-24250	GENERAL FUND - DUE PG FIRE DEPT ASSOCIATION						
	1352	CAPITAL ONE COMMERCIAL	FIRE ASSOC/SUPPLIES	5380		12/10/2014	546.79
	5033	MACEYS	FIRE/ASSOCIATION EXPENSE	19981		12/13/2014	120.95
	5033	MACEYS	FIRE/ASSOCIATION EXPENSE	22289		12/30/2014	120.29
	5033	MACEYS	FIRE/ASSOCIATION EXPENSE	39257		12/18/2014	166.99
	5033	MACEYS	FIRE/ASSOCIATION EXPENSE	39303		12/29/2014	197.25
	1,152.27						
10-24260	GENERAL FUND - AMER. FAMILY LIFE PAYABLE						
	309	AM. FAMILY LIFE ASSURANCE CO.	SUSPENSE PREMIUM	937706		01/01/2015	443.59
	9288	WASHINGTON NATIONAL INS CO.	INSURANCE PREMIUM	01102015		01/10/2015	653.75
	1,097.34						
10-24300	GENERAL FUND - COURT CHARGES CLEARING-35%						
	9003	UTAH STATE TREASURER	COURT/STATE MONIES	01102015		01/10/2015	3,580.18
10-24302	GENERAL FUND - COURT SECURITY SURCHARGE-STATE						
	9003	UTAH STATE TREASURER	COURT/STATE MONIES	01102015		01/10/2015	8,148.00
10-24305	GENERAL FUND - COURT CHARGES CLEARING-85%						
	9003	UTAH STATE TREASURER	COURT/STATE MONIES	01102015		01/10/2015	5,886.72
10-24310	GENERAL FUND - BUILDING FEES CLEARING						
	7918	STATE OF UTAH	COM DEV/BUILDING PERMIT FEE	12302014		12/30/2014	1,930.62
10-24350	GENERAL FUND - SENIOR CITIZEN CLEARING						
	5478	MOUNTAINLAND ASSOCIATION	SR.CNTR/ENSURE	12312014		12/31/2014	20.00
	5478	MOUNTAINLAND ASSOCIATION	SR. CNTR/MEALS	12312014		12/31/2014	383.00
	403.00						
10-41-330	GENERAL FUND - GENERAL GOVERNMENT - PROFESSIONAL SERVICES						
	3002	FORBES, TERI	TRANSCRIPTION SERVICES	12312014		12/31/2014	1,290.00
	7962	STERLING CODIFIERS, INC.	GEN GOV/SUPPLEMENT #115	15534		01/05/2014	1,448.00
	2,738.00						
Total GENERAL GOVERNMENT							2,738.00
10-42-240	GENERAL FUND - JUDICIAL - OFFICE EXPENSE						
	5730	OFFICE DEPOT, INC.	JUDICIAL/OFFICE SUPPLIES	45235073001		12/10/2014	170.43
10-42-280	GENERAL FUND - JUDICIAL - TELEPHONE EXPENSE						
	5951	PAETEC	MULTI DEPT/PHONE SERVICE	58044819		01/01/2015	46.89
10-42-285	GENERAL FUND - JUDICIAL - CELLULAR PHONE EXPENSE						
	625	AT&T MOBILITY	JUDICIAL/CELL PHONE EXPENSE	12292014		12/28/2014	61.71

GL Acct No	Vendor	Vendor Name	Description	Invoice No	PO No	Inv Date	Amount
10-42-310	GENERAL FUND - JUDICIAL - LEGAL SERVICES						
	6011	PATTEN, K. SHAWN, LC	JUDICIAL/LEGAL SERVICES	12302014		12/30/2014	3,547.74
	7983	STEVENS & GAILEY	JUDICIAL/LEGAL SERVICES	12302014		12/30/2014	445.50
							3,993.24
10-42-330	GENERAL FUND - JUDICIAL - PROFESSIONAL SERVICES						
	222	ALL PRO SECURITY LLC	JUDICIAL/CONSTABLES	2014-607		12/10/2014	234.00
Total JUDICIAL							4,506.27
10-43-220	GENERAL FUND - NON-DEPARTMENTAL - PRINTING AND PUBLICATION						
	2233	DAILY HERALD COMMUNICATIONS	PUBLIC HEARING NOTICE	12282014		12/28/2014	696.00
	3151	FREEDOM MAILING SERVICE	NEWSLETTERS	25903		01/03/2015	139.73
	8730	UPPER CASE PRINTING, INK.	NEWSLETER PRINTING	9005		01/01/2015	1,150.20
							1,985.93
10-43-330	GENERAL FUND - NON-DEPARTMENTAL - PROFESSIONAL SERVICES						
	5550	NATIONAL BENEFIT SERVICES, LLC	ADMIN FEES	481803		12/31/2014	97.50
10-43-340	GENERAL FUND - NON-DEPARTMENTAL - YOUTH COURT EXPENSES						
	5033	MACEYS	YOUTH COURT/EXPENES	924209		12/01/2014	25.25
10-43-360	GENERAL FUND - NON-DEPARTMENTAL - COPIER MAINTENANCE						
	3849	HEWLETT-PACKARD COMPANY	COPIER MAINTENANCE PROGRAM	118137		12/23/2014	1,478.67
10-43-370	GENERAL FUND - NON-DEPARTMENTAL - EMPLOYEE ASSISTANCE						
	988	BLOMQUIST HALE CONSULTING	MONTHLY FEES	15117		01/02/2015	451.00
10-43-385	GENERAL FUND - NON-DEPARTMENTAL - SPECIAL EVENTS						
	5033	MACEYS	GEN GOV/MEETING EXPENSE	39322		01/06/2015	61.00
10-43-610	GENERAL FUND - NON-DEPARTMENTAL - MISCELLANEOUS EXPENSE						
	3151	FREEDOM MAILING SERVICE	EXTRA INSERTS	25903		01/03/2015	248.42
	8415	TIMP VALLEY FLORAL	GEN GOV/FLOWERS	1813551		10/22/2014	62.48
	8415	TIMP VALLEY FLORAL	GEN GOV/FLOWERS	1813591		10/22/2014	62.48
	8415	TIMP VALLEY FLORAL	GEN GOV/FLOWERS	1821881		12/10/2014	57.99
							431.37
10-43-760	GENERAL FUND - NON-DEPARTMENTAL - TECHNOLOGY						
	342	AMERICAN FIBER, INC.	MONTHLY INTERNET BANDWIDTH	8741		01/01/2015	735.00
	1065	BOWEN, TRENT	CONTRACTED WEB SITE MANAGEME	01072015		01/07/2015	1,100.00
	1065	BOWEN, TRENT	REIMB FOR EXPENSES	01072015		01/07/2015	38.86
	7070	ROCK MOUNTAIN TECHNOLOGIES LLC	COMPUTER TECH SUPPORT	195		01/01/2015	3,920.00
							5,793.86
Total NON-DEPARTMENTAL							10,324.58
10-44-285	GENERAL FUND - LEGAL SERVICES - CELLULAR SERVICES						
	625	AT&T MOBILITY	LEGAL/CELL PHONE EXPENSE	12292014		12/28/2014	61.71
Total LEGAL SERVICES							61.71
10-45-072	GENERAL FUND - PHYSICAL FACILITIES - FIRE/AMBULANCE - BLDG MAINT						
	4978	LOWRY OVERHEAD DOORS, INC.	FIRE/OVERHEAD DOOR REPAIRS	62668		12/17/2014	424.58

GL Acct No	Vendor	Vendor Name	Description	Invoice No	PO No	Inv Date	Amount
Total PHYSICAL FACILITIES							424.58
10-46-220	GENERAL FUND - ADMINISTRATIVE SERVICES - PRINTING AND PUBLICATION						
	3571 GURR'S COPYTEC		ADM/COPIES	179940		12/29/2014	29.49
10-46-240	GENERAL FUND - ADMINISTRATIVE SERVICES - OFFICE EXPENSE						
	1371 CANON SOLUTIONS AMERICAN, INC.		ADM/COPIER MAINTENANCE	4014827816		01/01/2015	40.03
	5730 OFFICE DEPOT, INC.		ADM/OFFICE SUPPLIES	745035311001		12/17/2014	22.59
	5730 OFFICE DEPOT, INC.		ADM/OFFICE SUPPLIES	47691661001		12/31/2014	6.10
	5730 OFFICE DEPOT, INC.		ADM/OFFICE SUPPLIES	47691750001		12/31/2014	29.07
							52.61
10-46-280	GENERAL FUND - ADMINISTRATIVE SERVICES - TELEPHONE EXPENSE						
	5951 PAETEC		MULTI DEPT/PHONE SERVICE	58044819		01/01/2015	93.80
10-46-285	GENERAL FUND - ADMINISTRATIVE SERVICES - CELLULAR SERVICES						
	625 AT&T MOBILITY		ADM/CELL PHONE EXPENSE	12292014		12/28/2014	123.42
10-46-335	GENERAL FUND - ADMINISTRATIVE SERVICES - DOCUMENT STORAGE						
	6806 RECSAFE, LLC		ADM/STORAGE CHARGES	760		01/06/2015	70.00
10-46-610	GENERAL FUND - ADMINISTRATIVE SERVICES - MISCELLANEOUS EXPENSE						
	1351 CAPITAL ONE COMMERCIAL		ADM/SUPPLIES	72014		12/19/2014	29.85
Total ADMINISTRATIVE SERVICES							399.17
10-47-210	GENERAL FUND - FACILITIES - MEETINGS & MEMBERSHIPS						
	5033 MACEYS		FACILITIES/MEETING EXPENSES	31336		12/16/2014	7.49
10-47-250	GENERAL FUND - FACILITIES - VEHICLE						
	7925 STATE OF UTAH GASCARD		MULTI DEPT VEHICLE FUEL EXPENSE	01102015		01/10/2015	245.90
10-47-480	GENERAL FUND - FACILITIES - DEPARTMENTAL SUPPLIES						
	239 ALLRED ACE HARDWARE		MULT DEPT/DEPARTMENT SUPPLIES	01102015		01/10/2015	24.52
	2675 ELECTRICAL WHOLESALE SUPPLY		BUILDING MAINTENANCE	907815119		06/05/2014	56.54
							32.02
10-47-530	GENERAL FUND - FACILITIES - CITY HALL - BLDG MAINTENANCE						
	239 ALLRED ACE HARDWARE		MULT DEPT/DEPARTMENT SUPPLIES	01102015		01/10/2015	16.18
	8678 UNIFIRST CORPORATION		RUG CLEANING	12222014		12/22/2014	126.60
							142.78
10-47-540	GENERAL FUND - FACILITIES - CITY HALL - PD BLDG MAINTENANC						
	2137 CUMMINS ROCKY MOUNTAIN LLC		PD/GENERATOR MAINTENANCE	03167229		12/18/2014	546.50
	6850 REPUBLIC SERVICES		ALL DEPT/WASTE COLLECTION	01102015		01/10/2015	353.85
	8678 UNIFIRST CORPORATION		RUG CLEANING	12222014		12/22/2014	101.32
							1,001.67
10-47-560	GENERAL FUND - FACILITIES - PARKS - BUILDING MAINTENANCE						
	239 ALLRED ACE HARDWARE		MULT DEPT/DEPARTMENT SUPPLIES	01102015		01/10/2015	39.35
	1870 CODALE ELECTRIC SUPPLY, INC.		BUILDING MAINTENANCE	5272719001		12/15/2014	13.90
	4404 JONES PAINT & GLASS INC.		BUILDING MAINTENANCE	41223116		01/02/2015	105.71
	6850 REPUBLIC SERVICES		ALL DEPT/WASTE COLLECTION	01102015		01/10/2015	1,768.85
							1,927.81
10-47-620	GENERAL FUND - FACILITIES - COMMUNITY CENTER - BLDG MAINT						
	6850 REPUBLIC SERVICES		ALL DEPT/WASTE COLLECTION	01102015		01/10/2015	177.18
	6850 REPUBLIC SERVICES		ALL DEPT/WASTE COLLECTION	01102015		01/10/2015	407.46

GL Acct No	Vendor	Vendor Name	Description	Invoice No	PO No	Inv Date	Amount
10-47-660	GENERAL FUND - FACILITIES - FIRE/AMBULANCE - BLDG MAINT						584.64
	239	ALLRED ACE HARDWARE	MULT DEPT/DEPARTMENT SUPPLIES	01102015		01/10/2015	3.83
	970	BJ PLUMBING SUPPLY	BUILDING MAINTENANCE	595818		01/06/2015	87.84
	2675	ELECTRICAL WHOLESale SUPPLY	BUILDING MAINTENANCE	908654645		01/06/2015	348.45
	8436	TOLD PLUMBING LLC	BUILDING MAINTENANCE	3133121614		12/16/2014	178.00
	8678	UNIFIRST CORPORATION	RUG CLEANING	12222014		12/22/2014	30.00
							648.12
10-47-700	GENERAL FUND - FACILITIES - CEMETERY BLDG - BLDG MAINT						
	6850	REPUBLIC SERVICES	ALL DEPT/WASTE COLLECTION	01102015		01/10/2015	143.41
	8678	UNIFIRST CORPORATION	RUG CLEANING	12222014		12/22/2014	72.64
							216.05
10-47-730	GENERAL FUND - FACILITIES - LIBRARY/SENIOR - BLDG MAINT						
	8678	UNIFIRST CORPORATION	RUG CLEANING	12222014		12/22/2014	83.20
10-47-780	GENERAL FUND - FACILITIES - PUBLIC WORKS - BLDG MAINT						
	3948	HOME DEPOT CREDIT SERVICES	BUILDING MAINTENANCE	12042014		12/04/2014	778.96
	6850	REPUBLIC SERVICES	ALL DEPT/WASTE COLLECTION	01102015		01/10/2015	199.58
							978.54
10-47-830	GENERAL FUND - FACILITIES - SR CENTER - BLDG MAINT						
	239	ALLRED ACE HARDWARE	MULT DEPT/DEPARTMENT SUPPLIES	01102015		01/10/2015	80.61
	2675	ELECTRICAL WHOLESale SUPPLY	BUILDING MAINTENANCE	908564000		12/15/2014	95.08
	6850	REPUBLIC SERVICES	ALL DEPT/WASTE COLLECTION	01102015		01/10/2015	116.10
	8678	UNIFIRST CORPORATION	RUG CLEANING	12222014		12/22/2014	60.00
							351.79
10-47-840	GENERAL FUND - FACILITIES - LIONS/SPORTSMAN - BLDG MAINT						
	239	ALLRED ACE HARDWARE	MULT DEPT/DEPARTMENT SUPPLIES	01102015		01/10/2015	10.64
	6850	REPUBLIC SERVICES	ALL DEPT/WASTE COLLECTION	01102015		01/10/2015	83.71
							94.35
Total FACILITIES							6,250.32
10-51-240	GENERAL FUND - ENGINEERING - OFFICE EXPENSE						
	239	ALLRED ACE HARDWARE	MULT DEPT/DEPARTMENT SUPPLIES	01102015		01/10/2015	4.99
	3571	GURR'S COPYTEC	ENG/COLOR COPIES	180737		01/06/2015	43.76
							48.75
10-51-250	GENERAL FUND - ENGINEERING - VEHICLE EXPENSE						
	7925	STATE OF UTAH GASCARD	MULTI DEPT VEHICLE FUEL EXPENSE	01102015		01/10/2015	116.53
10-51-332	GENERAL FUND - ENGINEERING - PROFESSIONAL SERVICES						
	4292	J.U.B. ENGINEERS, INC.	SUBDIVISIONS	91609		12/26/2014	1,641.84
	4292	J.U.B. ENGINEERS, INC.	GEN ENGINEERING	91610		12/26/2014	1,002.56
	4292	J.U.B. ENGINEERS, INC.	GEN ENGINEERING	91613		12/29/2014	280.97
	4292	J.U.B. ENGINEERS, INC.	GEN ENGINEERING	91614		12/29/2014	2,635.93
	4292	J.U.B. ENGINEERS, INC.	GENERAL ENGINEERING SERVICES	91616		12/29/2014	277.14
	4292	J.U.B. ENGINEERS, INC.	GENERAL ENGINEERING SERVICES	91616		12/29/2014	667.37
	4292	J.U.B. ENGINEERS, INC.	GENERAL ENGINEERING SERVICES	91616		12/29/2014	3,108.14
							9,613.95
Total ENGINEERING							9,779.23
10-52-250	GENERAL FUND - COMMUNITY DEVELOPMENT - VEHICLE EXPENSE						
	7925	STATE OF UTAH GASCARD	MULTI DEPT VEHICLE FUEL EXPENSE	01102015		01/10/2015	197.22
10-52-280	GENERAL FUND - COMMUNITY DEVELOPMENT - TELEPHONE EXPENSE						
	5951	PAETEC	MULTI DEPT/PHONE SERVICE	58044819		01/01/2015	70.34

GL Acct No	Vendor	Vendor Name	Description	Invoice No	PO No	Inv Date	Amount
10-52-285	GENERAL FUND - COMMUNITY DEVELOPMENT - CELLULAR SERVICES 7780 SPRINT		COM DEV/CELL PHONE EXPENSE	179349321056		12/27/2014	246.64
10-52-340	GENERAL FUND - COMMUNITY DEVELOPMENT - PLANNING SERVICES 1351 CAPITAL ONE COMMERCIAL		COM DEV/SUPPLIES	71819		12/17/2014	38.61
10-52-760	GENERAL FUND - COMMUNITY DEVELOPMENT - TECHNOLOGY 625 AT&T MOBILITY		COM DEV/IPADS & SERVICE	12302014		12/28/2014	1,160.96
Total COMMUNITY DEVELOPMENT							1,713.77
10-54-210	GENERAL FUND - POLICE DEPARTMENT - MEETINGS & MEMBERSHIPS 1351 CAPITAL ONE COMMERCIAL		PD/MEETING EXPENSE	16377		12/10/2014	107.35
10-54-240	GENERAL FUND - POLICE DEPARTMENT - OFFICE EXPENSE 990 BLUEFIN OFFICE GROUP		PD/OFFICE SUPPLIES	12829200		12/22/2014	61.62
	990 BLUEFIN OFFICE GROUP		PD/OFFICE SUPPLIES	12829201		12/23/2014	39.99
	990 BLUEFIN OFFICE GROUP		PD/OFFICE SUPPLIES	12831700		12/30/2014	41.98
							143.59
10-54-250	GENERAL FUND - POLICE DEPARTMENT - VEHICLE EXPENSE 895 BIG O TIRES #44105		PD/VEHICLE EXPENSE	109579		12/03/2014	166.43
	2681 ELITE REPAIRS AND SPECIALIZED		PD/VEHICLE REPAIR LABOR	4211		12/16/2014	105.00
	2681 ELITE REPAIRS AND SPECIALIZED		PD/VEHICLE REPAIR PARTS	4211		12/16/2014	46.95
	2681 ELITE REPAIRS AND SPECIALIZED		PD/VEHICLE REPAIR LABOR	4213		12/19/2014	105.00
	2681 ELITE REPAIRS AND SPECIALIZED		PD/VEHICLE REPAIR PARTS	4213		12/19/2014	28.95
	3468 GREASE MONKEY #790		PD/VEHICLE MAINTENANCE	147184		10/23/2014	92.98
	3468 GREASE MONKEY #790		PD/VEHICLE MAINTENANCE	148670		11/28/2014	87.28
	4522 KEN GARFF CHEVROLET		PD/VEHICLE REPAIR EXPENSES	4FXS289403		12/16/2014	119.95
	5833 O'REILLY AUTOMOTIVE INC.		PD/VEHICLE EXPENSE	3623407844		12/23/2014	36.18
							788.72
10-54-280	GENERAL FUND - POLICE DEPARTMENT - TELEPHONE EXPENSE 1518 CENTURY LINK		MULTI DEPT/PHONE EXPENSE	01102015		01/10/2015	339.16
	5951 PAETEC		MULTI DEPT/PHONE SERVICE	58044819		01/01/2015	211.02
							550.18
10-54-300	GENERAL FUND - POLICE DEPARTMENT - UNIFORM EXPENSE 7505 SKAGGS COMPANIES, INC.		PD/UNIFORM EXPENSE	2406664		12/17/2014	356.94
10-54-440	GENERAL FUND - POLICE DEPARTMENT - K9 SUPPLIES 239 ALLRED ACE HARDWARE		MULT DEPT/DEPARTMENT SUPPLIES	01102015		01/10/2015	7.67
10-54-450	GENERAL FUND - POLICE DEPARTMENT - RADIO SERVICE 8825 UTAH COMMUNICATIONS AUTHORITY		PD/MONTHLY RADIO SERVICES	52963		12/29/2014	1,371.75
10-54-480	GENERAL FUND - POLICE DEPARTMENT - DEPARTMENTAL SUPPLIES 1351 CAPITAL ONE COMMERCIAL		PD/DEPARTMENTAL SUPPLIES	49822		12/11/2014	63.98
	2432 DIGITAL-ALLY INC.		PD/CABLE	1072905		12/18/2014	39.00
	5489 MPH INDUSTRIES INC		PD/DEPARTMENTAL SUPPLIES	663112		12/18/2014	118.97
							221.95
Total POLICE DEPARTMENT							3,548.15
10-55-250	GENERAL FUND - FIRE DEPARTMENT - VEHICLE EXPENSE 884 BEST DEAL SPRING, INC.		FIRE/VEHICLE REPAIR	171040		12/11/2014	266.38
	3468 GREASE MONKEY #790		FIRE/VEHICLE EXPENSE	149443		12/18/2014	51.75

GL Acct No	Vendor	Vendor Name	Description	Invoice No	PO No	Inv Date	Amount
	4673	LARKIN TIRES, INC.	FIRE/VEHICLE EXPENSE	1007358		12/30/2014	16.95
	4674	LARRY H MILLER SUPER FORD	FIRE/VEHICLE REPAIR	332348		12/17/2014	3,196.89
	4674	LARRY H MILLER SUPER FORD	FIRE/VEHICLE REPAIR	333299		12/17/2014	406.78
	5833	O'REILLY AUTOMOTIVE INC.	FIRE/VEHICLE MAINTENANCE	3623405832		12/10/2014	30.38
	5833	O'REILLY AUTOMOTIVE INC.	FIRE/VEHICLE MAINTENANCE	3623405945		12/11/2014	58.05
	5833	O'REILLY AUTOMOTIVE INC.	FIRE/VEHICLE MAINTENANCE	3623405998		12/11/2014	12.49
	5833	O'REILLY AUTOMOTIVE INC.	FIRE/VEHICLE MAINTENANCE	3623406888		12/17/2014	10.95
	5833	O'REILLY AUTOMOTIVE INC.	FIRE/VEHICLE MAINTENANCE	3623406916		12/17/2014	34.75
	5833	O'REILLY AUTOMOTIVE INC.	FIRE/VEHICLE MAINTENANCE	3623406928		12/17/2014	21.98
	7925	STATE OF UTAH GASCARD	FIRE/VEHICLE FUEL EXPENSE	01102015		01/10/2015	1,568.51
	9451	WHEELER MACHINERY CO	FIRE/VEHICLE EXPENSE	4570109		12/11/2014	26.94
							5,702.80
10-55-280	GENERAL FUND - FIRE DEPARTMENT - TELEPHONE EXPENSE						
	625	AT&T MOBILITY	FIRE/CELL PHONE EXPENSE	12282014		12/28/2014	1,374.43
	5951	PAETEC	MULTI DEPT/PHONE SERVICE	58044819		01/01/2015	46.89
	7780	SPRINT	FIRE/CELL PHONE EXPENSE	179349321056		12/27/2014	109.13
							1,530.45
10-55-300	GENERAL FUND - FIRE DEPARTMENT - UNIFORM EXPENSE						
	7505	SKAGGS COMPANIES, INC.	FIRE/CREDIT	2357186CR		10/24/2014	190.00
	7505	SKAGGS COMPANIES, INC.	FIRE/UNIFORM EXPENSE	2404627		12/15/2014	3,638.35
	7505	SKAGGS COMPANIES, INC.	FIRE/UNIFORM EXPENSE	2404632		12/15/2014	336.00
	7505	SKAGGS COMPANIES, INC.	FIRE/UNIFORM EXPENSE	2405291		12/16/2014	88.94
	8085	SYMBOL ARTS	FIRE/BADGES	225184		12/10/2014	85.00
							3,958.29
10-55-480	GENERAL FUND - FIRE DEPARTMENT - DEPARTMENTAL SUPPLIES						
	239	ALLRED ACE HARDWARE	MULT DEPT/DEPARTMENT SUPPLIES	01102015		01/10/2015	143.85
	558	ARROW INTERNATIONAL, INC.	FIRE/MEDICAL SUPPLIES	92742177		12/09/2014	1,109.02
	813	BATTERIES PLUS BULBS #357	FIRE/BATTERIES	357-298487		12/11/2014	59.03
	1352	CAPITAL ONE COMMERCIAL	FIRE/DEPARTMENTAL SUPPLIES	4325		12/17/2014	149.99
	1892	COLONIAL FLAG & SPECIALTY CO.	FIRE/DEPARTMENTAL SUPPLIES	87361		12/16/2014	1,332.50
	2122	CULLIGAN BOTTLED WATER	FIRE/DEPARTMENTAL SUPPLIES	65X02000000		12/25/2014	78.45
	3841	HENRY SCHEIN INC.	FIRE/DEPARTMENTAL SUPPLIE	15309230		12/09/2014	968.31
	3841	HENRY SCHEIN INC.	FIRE/DEPARTMENTAL SUPPLIE	15573082		12/18/2014	39.95
	4019	HUMPHRIES, INC.	FIRE/DEPARTMENTAL SUPPLIES	1115707		12/16/2014	158.50
	4019	HUMPHRIES, INC.	MULTI DEPT/TANK RENTAL	20149781		12/31/2014	90.88
	5153	MED-TECH RESOURCE, INC.	FIRE/DEPARTMENTAL SUPPLIES	37566		12/17/2014	755.95
	8085	SYMBOL ARTS	FIRE/BADGES	225914		12/22/2014	3,710.00
							8,596.43
10-55-610	GENERAL FUND - FIRE DEPARTMENT - MISCELLANEOUS						
	3571	GURR'S COPYTEC	FIRE/SHIPPING EXPENSE	178005		12/11/2014	10.63
	5033	MACEYS	FIRE/MISC EXPENSES	22310		12/30/2014	54.95
	5033	MACEYS	FIRE/MISC EXPENSES	39310		12/30/2014	219.80
							285.38
10-55-740	GENERAL FUND - FIRE DEPARTMENT - EQUIPMENT						
	5018	LUCKY JAKES FIREFIGHTING	FIRE/EQUIPMENT	1413101		12/18/2014	2,160.00
10-55-760	GENERAL FUND - FIRE DEPARTMENT - TECHNOLOGY						
	8822	UTAH COMMUNICATIONS AGENCY	FIRE/MONTHLY RADIO SERVICE	52559		11/30/2014	837.00
Total FIRE DEPARTMENT							23,070.35
10-60-250	GENERAL FUND - STREETS - VEHICLE EXPENSE						
	7925	STATE OF UTAH GASCARD	MULTI DEPT VEHICLE FUEL EXPENSE	01102015		01/10/2015	1,596.40
10-60-480	GENERAL FUND - STREETS - DEPARTMENTAL SUPPLIES						
	239	ALLRED ACE HARDWARE	MULT DEPT/DEPARTMENT SUPPLIES	01102015		01/10/2015	48.89

GL Acct No	Vendor	Vendor Name	Description	Invoice No	PO No	Inv Date	Amount
	4019	HUMPHRIES, INC.	MULTI DEPT/TANK RENTAL	20149781		12/31/2014	20.16
10-60-760	GENERAL FUND - STREETS - TECHNOLOGY						69.05
	1905	COMCAST CABLE	PUB WORK/INTERNET SERVICE	12242014		12/23/2014	118.72
Total STREETS							1,784.17
10-65-240	GENERAL FUND - LIBRARY - OFFICE EXPENSE						
	239	ALLRED ACE HARDWARE	MULT DEPT/DEPARTMENT SUPPLIES	01102015		01/10/2015	3.49
	2395	DEMCO, INC.	LIB/OFFICE SUPPLIES	5469651		12/01/2014	386.64
	5730	OFFICE DEPOT, INC.	LIB/OFFICE SUPPLIES	'45372291001		12/12/2014	38.36
	5730	OFFICE DEPOT, INC.	LIB/OFFICE SUPPLIES	'47147969001		12/29/2014	158.87
	5730	OFFICE DEPOT, INC.	LIB/OFFICE SUPPLIES	'47558888001		12/30/2014	68.49
	6870	RESEARCH TECHNOLOGY	LIB/OFFICE SUPPLIES	188399		12/18/2014	263.35
							919.20
10-65-280	GENERAL FUND - LIBRARY - TELEPHONE EXPENSE						
	1518	CENTURY LINK	MULTI DEPT/PHONE EXPENSE	01102015		01/10/2015	91.94
10-65-285	GENERAL FUND - LIBRARY - CELLULAR SERVICES						
	625	AT&T MOBILITY	LIB/CELL PHONE EXPENSE	12292014		12/28/2014	61.71
10-65-420	GENERAL FUND - LIBRARY - CHILDRENS PROGRAMING						
	5033	MACEYS	LIB/ASSORTED EXPENSES	22281		12/30/2014	9.98
	5033	MACEYS	LIB/ASSORTED EXPENSES	323304		12/23/2014	10.00
							19.98
10-65-480	GENERAL FUND - LIBRARY - BOOKS						
	3191	GALE	LIB/BOOKS	53720521		11/20/2014	44.98
	3191	GALE	LIB/BOOKS	53729249		11/21/2014	68.22
	3191	GALE	LIB/BOOKS	53780713		12/02/2014	88.16
	3191	GALE	LIB/BOOKS	53790915		12/03/2014	71.47
	4159	INGRAM LIBRARY SERVICES	LIB/BOOKS	82383229		12/19/2014	647.10
	4159	INGRAM LIBRARY SERVICES	LIB/BOOKS	82391982		12/19/2014	22.31
	4159	INGRAM LIBRARY SERVICES	LIB/BOOKS	82447879		12/23/2014	330.88
	4159	INGRAM LIBRARY SERVICES	LIB/BOOKS	82447880		12/23/2014	298.97
	4159	INGRAM LIBRARY SERVICES	LIB/BOOKS	82466008		12/23/2014	95.79
	4159	INGRAM LIBRARY SERVICES	LIB/BOOKS	8248/6488		12/24/2014	33.22
	4159	INGRAM LIBRARY SERVICES	LIB/BOOKS	82486489		12/24/2014	20.84
	4159	INGRAM LIBRARY SERVICES	LIB/BOOKS	82505954		12/28/2014	14.08
	5885	OVER DRIVE, INC.	LIB/BOOKS	12312014		12/31/2014	1,064.03
							2,800.05
10-65-485	GENERAL FUND - LIBRARY - AUDIO/VISUAL MATERIALS						
	6791	RECORDED BOOKS, INC.	LIB/ BOOKS ON CD	75054613		12/18/2014	64.60
10-65-760	GENERAL FUND - LIBRARY - TECHNOLOGY						
	2183	CYBRARIAN CORPORATION	LIB/SOFTWARE ANNUAL SUBSCRIPTIC	028556		01/05/2015	849.99
Total LIBRARY							4,807.47
10-67-280	GENERAL FUND - SR. CITIZEN CTR & AUDITORIUM - TELEPHONE EXPENSE						
	1518	CENTURY LINK	MULTI DEPT/PHONE EXPENSE	01102015		01/10/2015	112.26
Total SR. CITIZEN CTR & AUDITORIUM							112.26

GL Acct No	Vendor	Vendor Name	Description	Invoice No	PO No	Inv Date	Amount
10-70-200	GENERAL FUND - PARKS - MOWER EXPENSE						
	2493	DUFF SHELLEY MOWER & CYCLE	PARK/FUEL FILTER	67098		12/22/2014	3.95
	4748	LES SCHWAB TIRES	PARK/VEHICLE EXPENSE	50800121983		01/07/2015	434.96
	5833	O'REILLY AUTOMOTIVE INC.	PARK/VEHICLE EXPENSE	3623410074		01/07/2015	30.53
	7925	STATE OF UTAH GASCARD	MULTI DEPT VEHICLE FUEL EXPENSE	01102015		01/10/2015	128.60
							598.04
10-70-250	GENERAL FUND - PARKS - VEHICLE EXPENSE						
	7925	STATE OF UTAH GASCARD	MULTI DEPT VEHICLE FUEL EXPENSE	01102015		01/10/2015	587.50
10-70-320	GENERAL FUND - PARKS - SPRINKLER & LANDSCAPE						
	970	BJ PLUMBING SUPPLY	PARK/DEPARTMENTAL SUPPLIES	594399		12/17/2014	121.97
10-70-330	GENERAL FUND - PARKS - PLAYGROUND SUPPLIES						
	239	ALLRED ACE HARDWARE	MULT DEPT/DEPARTMENT SUPPLIES	01102015		01/10/2015	32.43
10-70-480	GENERAL FUND - PARKS - DEPARTMENTAL SUPPLIES						
	239	ALLRED ACE HARDWARE	MULT DEPT/DEPARTMENT SUPPLIES	01102015		01/10/2015	63.44
	3948	HOME DEPOT CREDIT SERVICES	PARK/DEPARTMENTAL SUPPLIES	12112014		12/11/2014	44.14
	3948	HOME DEPOT CREDIT SERVICES	PARK/DEPARTMENTAL SUPPLIES	12152014		12/15/2014	72.57
	3948	HOME DEPOT CREDIT SERVICES	PARK/DEPARTMENTAL SUPPLIES	12162014		12/16/2014	40.03
	3948	HOME DEPOT CREDIT SERVICES	PARK/DEPARTMENTAL SUPPLIES	12252014		12/23/2014	101.79
	4019	HUMPHRIES, INC.	MULTI DEPT/TANK RENTAL	20149781		12/31/2014	29.76
							351.73
10-70-482	GENERAL FUND - PARKS - TREE MAINTENANCE						
	5715	NORTH POINTE SOLID WASTE	PARK/GARBAGE DISPOSAL FEE	12312014		12/31/2014	208.00
10-70-670	GENERAL FUND - PARKS - SAFETY EQUIP. & SUPPLIES						
	239	ALLRED ACE HARDWARE	MULT DEPT/DEPARTMENT SUPPLIES	01102015		01/10/2015	26.86
	1347	CABELA'S INC.	PARK/BOOTS	3318		12/22/2014	129.99
	1347	CABELA'S INC.	PARK/BOOTS	7814		12/17/2014	109.99
	1347	CABELA'S INC.	PARK/BOOTS	8578		12/22/2014	219.98
							486.82
Total PARKS							2,386.49
10-71-240	GENERAL FUND - RECREATION - OFFICE EXPENSE						
	5457	MOUNT OLYMPUS	REC/BOTTLED WATER	122014		12/20/2014	47.05
	5730	OFFICE DEPOT, INC.	REC/OFFICE SUPPLIES	1738675322		12/06/2014	13.54
	6196	PETTY CASH-RECREATION	PETTY CASH RECREATION	01102015		01/10/2015	20.00
							80.59
10-71-250	GENERAL FUND - RECREATION - VEHICLE EXPENSE						
	7925	STATE OF UTAH GASCARD	MULTI DEPT VEHICLE FUEL EXPENSE	01102015		01/10/2015	70.79
10-71-280	GENERAL FUND - RECREATION - TELEPHONE EXPENSE						
	1518	CENTURY LINK	MULTI DEPT/PHONE EXPENSE	01102015		01/10/2015	204.52
10-71-480	GENERAL FUND - RECREATION - DEPARTMENTAL SUPPLIES						
	4019	HUMPHRIES, INC.	MULTI DEPT/TANK RENTAL	20149781		12/31/2014	19.84
Total RECREATION							375.74
10-72-250	GENERAL FUND - LEISURE SERVICES - VEHICLE						
	7925	STATE OF UTAH GASCARD	MULTI DEPT VEHICLE FUEL EXPENSE	01102015		01/10/2015	64.26

GL Acct No	Vendor	Vendor Name	Description	Invoice No	PO No	Inv Date	Amount
10-72-480	GENERAL FUND - LEISURE SERVIVES - DEPARTMENTAL SUPPLIES						
	239	ALLRED ACE HARDWARE	MULT DEPT/DEPARTMENT SUPPLIES	01102015		01/10/2015	95.96
Total LEISURE SERVIVES							160.22
10-74-250	GENERAL FUND - CUSTODIAL SERVICES - VEHICLE						
	7925	STATE OF UTAH GASCARD	MULTI DEPT VEHICLE FUEL EXPENSE	01102015		01/10/2015	28.61
10-74-480	GENERAL FUND - CUSTODIAL SERVICES - DEPARTMENTAL SUPPLIES						
	239	ALLRED ACE HARDWARE	MULT DEPT/DEPARTMENT SUPPLIES	01102015		01/10/2015	23.53
	5724	NUKLEAN, LLC	BUILDING MAINTENANCE	91043		12/23/2014	472.90
	5724	NUKLEAN, LLC	BUILDING MAINTENANCE	91044		12/23/2014	168.00
	5724	NUKLEAN, LLC	BUILDING MAINTENANCE	91129		12/31/2014	59.00
Total CUSTODIAL SERVICES							752.04
Total GENERAL FUND							99,412.40
20-40-480	CLASS C ROAD FUND - EXPENDITURES - DEPARTMENTAL SUPPLIES						
	4292	J.U.B. ENGINEERS, INC.	GEN ENGINEERING	91612		12/29/2014	8,421.16
Total EXPENDITURES							8,421.16
Total CLASS C ROAD FUND							8,421.16
22-70-200	CEMETERY - 22-70 - MOWER EXPENSE						
	7925	STATE OF UTAH GASCARD	MULTI DEPT VEHICLE FUEL EXPENSE	01102015		01/10/2015	168.64
22-70-250	CEMETERY - 22-70 - VEHICLE						
	5833	O'REILLY AUTOMOTIVE INC.	CEM/VEHICLE EXPENSE	3623408671		12/30/2014	28.76
	7925	STATE OF UTAH GASCARD	MULTI DEPT VEHICLE FUEL EXPENSE	01102015		01/10/2015	50.50
							79.26
22-70-480	CEMETERY - 22-70 - DEPARTMENTAL SUPPLIES						
	239	ALLRED ACE HARDWARE	MULT DEPT/DEPARTMENT SUPPLIES	01102015		01/10/2015	10.34
	974	BISCO	CEM/DEPARTMENTAL SUPPLIES	1543998		12/30/2014	794.60
	1760	CINTAS FIRST AID & SAFETY	CEM/FIRST AID SUPPLIES	5002285286		12/18/2014	6.83
	3948	HOME DEPOT CREDIT SERVICES	CEM/DEPARTMENTAL SUPPLIES	12242014		12/23/2014	527.52
							1,339.29
22-70-550	CEMETERY - 22-70 - HEADSTONE REPAIR						
	239	ALLRED ACE HARDWARE	MULT DEPT/DEPARTMENT SUPPLIES	01102015		01/10/2015	44.88
22-70-670	CEMETERY - 22-70 - SAFETY EQUIP. & SUPPLIES						
	1368	C-A-L RANCH STORES	CEM/BOOTS	5443/8		12/18/2014	119.97
Total 22-70							1,752.04

GL Acct No	Vendor	Vendor Name	Description	Invoice No	PO No	Inv Date	Amount
Total CEMETERY							1,752.04
41-40-260	E-911 - EXPENDITURES - MAINTENANCE 1516 CENTURY LINK		E-911/MAINTENANCE	12222014		12/22/2014	4,270.70
41-40-300	E-911 - EXPENDITURES - UNIFORM EXPENSE 9420 WESTPRO, INC.		E-911/UNIFORMS	35813		12/29/2014	216.00
Total EXPENDITURES							4,486.70
Total E-911							4,486.70
48-41-250	STORM DRAIN UTILITY FUND - GENERAL GOVERNMENT - VEHICLE EXPENSE 7925 STATE OF UTAH GASCARD		MULTI DEPT VEHICLE FUEL EXPENSE	01102015		01/10/2015	1,110.81
48-41-330	STORM DRAIN UTILITY FUND - GENERAL GOVERNMENT - ENGINEERING SERVICES 4292 J.U.B. ENGINEERS, INC.		GEN ENGINEERING	91610		12/26/2014	104.44
	4292 J.U.B. ENGINEERS, INC.		GENERAL ENGINEERING SERVICES	91616		12/29/2014	37.22
	4292 J.U.B. ENGINEERS, INC.		GENERAL ENGINEERING SERVICES	91616		12/29/2014	184.03
							325.69
48-41-480	STORM DRAIN UTILITY FUND - GENERAL GOVERNMENT - DEPARTMENTAL SUPPLIES 239 ALLRED ACE HARDWARE		MULT DEPT/DEPARTMENT SUPPLIES	01102015		01/10/2015	77.66
48-41-610	STORM DRAIN UTILITY FUND - GENERAL GOVERNMENT - MISCELLANEOUS EXPENSE 993 BLUE STAKES OF UTAH UTILITY		EXCAVATION SERVICES	201403426		12/31/2014	140.42
	3151 FREEDOM MAILING SERVICE		UTILITY BILLING EXPENSE	25903		01/03/2015	824.97
							965.39
Total GENERAL GOVERNMENT							2,479.55
Total STORM DRAIN UTILITY FUND							2,479.55
49-60-897	CAPITAL PROJECTS FUND - PARKS PROJECTS - SHANNON FIELDS 4292 J.U.B. ENGINEERS, INC.		PARK/GENERAL SERVICES	91611		12/29/2014	12,518.94
Total PARKS PROJECTS							12,518.94
Total CAPITAL PROJECTS FUND							12,518.94
51-40-240	WATER FUND - EXPENDITURES - OFFICE EXPENSE 320 AMFAX CORPORATION		WATER/VOICE BROADCASTS	214122241		12/31/2014	16.20
	3151 FREEDOM MAILING SERVICE		UTILITY BILLING EXPENSE	25903		01/03/2015	1,649.94

GL Acct No	Vendor	Vendor Name	Description	Invoice No	PO No	Inv Date	Amount
51-40-250	WATER FUND - EXPENDITURES - VEHICLE EXPENSE						1,666.14
	1142	BRATT MECHANIC SHOP	WATER/VEHICEL REPAIR PARTS	01052014		01/05/2014	83.76
	1142	BRATT MECHANIC SHOP	WATER/VEHICEL REPAIR LABOR	01052014		01/05/2014	20.00
	7925	STATE OF UTAH GASCARD	MULTI DEPT VEHICLE FUEL EXPENSE	01102015		01/10/2015	644.63
							748.39
51-40-285	WATER FUND - EXPENDITURES - CELLULAR SERVICES						
	7780	SPRINT	WATER/CELL PHONE EXPENSE	I79349321056		12/27/2014	114.57
51-40-330	WATER FUND - EXPENDITURES - ENGINEERING						
	4292	J.U.B. ENGINEERS, INC.	GEN ENGINEERING	91610		12/26/2014	104.43
	4292	J.U.B. ENGINEERS, INC.	GENERAL ENGINEERING SERVICES	91616		12/29/2014	37.22
	4292	J.U.B. ENGINEERS, INC.	CULINARY WATER	91617		12/29/2014	144.57
							286.22
51-40-470	WATER FUND - EXPENDITURES - METER PURCHASES						
	3784	HD SUPPLY WATERWORKS, LTD.	WATER/DEPARTMENTAL SUPPLIES	402389		12/31/2014	1,229.25
	5482	MOUNTAINLAND SUPPLY CO.	WATER/DEPARTMENTAL SUPPLIES	01237888001		12/01/2014	2,212.54
	5482	MOUNTAINLAND SUPPLY CO.	WATER/DEPARTMENTAL SUPPLIES	01237888002		12/02/2014	3,955.54
	5482	MOUNTAINLAND SUPPLY CO.	WATER/DEPARTMENTAL SUPPLIES	01237888003		12/30/2014	986.81
							8,384.14
51-40-480	WATER FUND - EXPENDITURES - DEPARTMENTAL SUPPLIES						
	239	ALLRED ACE HARDWARE	MULT DEPT/DEPARTMENT SUPPLIES	01102015		01/10/2015	237.33
51-40-540	WATER FUND - EXPENDITURES - IRRIGATION WATER ASSESSMENTS						
	6322	PLEASANT GROVE IRRIGATION CO.	RENTAL WATER SHARES ASSESSMEN	12302014		12/30/2014	6,046.00
51-40-600	WATER FUND - EXPENDITURES - REPAIR & MAINTENANCE						
	239	ALLRED ACE HARDWARE	MULT DEPT/DEPARTMENT SUPPLIES	01102015		01/10/2015	139.45
	1368	C-A-L RANCH STORES	WATER/ASSORTED SUPPLIES	5470/8		12/30/2014	74.98
	3948	HOME DEPOT CREDIT SERVICES	WATER/DEPARTMENTAL SUPPLIES	12232014		12/23/2014	37.75
	4205	INTERMOUNTAIN DRUG TESTING, LC	WATER/DRUG TESTING	201411843		11/30/2014	65.00
	6938	RICHARDS LABORATORIES OF UTAH	WATER/COLIFORM	19675		12/22/2014	440.00
							607.22
51-40-610	WATER FUND - EXPENDITURES - MISCELLANEOUS EXPENSE						
	239	ALLRED ACE HARDWARE	MULT DEPT/DEPARTMENT SUPPLIES	01102015		01/10/2015	14.39
	993	BLUE STAKES OF UTAH UTILITY	EXCAVATION SERVICES	201403426		12/31/2014	140.42
	1368	C-A-L RANCH STORES	WATER/ASSORTED SUPPLIES	5482/8		01/01/2015	9.98
							164.79
Total EXPENDITURES							18,254.80
Total WATER FUND							18,254.80
52-21320	SEWER FUND - ACCTS PAYABLE-TIMP SERV DIST.						
	8422	TIMP. SPECIAL SERVICE DISTRICT	IMPACT FEES	12302014		12/30/2014	21,161.25
52-40-240	SEWER FUND - EXPENDITURES - OFFICE EXPENSE						
	3151	FREEDOM MAILING SERVICE	UTILITY BILLING EXPENSE	25903		01/03/2015	1,649.94
52-40-250	SEWER FUND - EXPENDITURES - VEHICLE EXPENSE						
	5833	O'REILLY AUTOMOTIVE INC.	SEWER/VEHICLE EXPENSES	3623406593		12/15/2014	20.36
	7498	SIX STATES DISTRIBUTORS, INC.	SEWER/VEHICLE EXPENSE	14320133		01/08/2015	165.56
	7925	STATE OF UTAH GASCARD	MULTI DEPT VEHICLE FUEL EXPENSE	01102015		01/10/2015	644.63

GL Acct No	Vendor	Vendor Name	Description	Invoice No	PO No	Inv Date	Amount
52-40-330	SEWER FUND - EXPENDITURES - ENGINEERING SERVICES						830.55
	4292	J.U.B. ENGINEERS, INC.	GEN ENGINEERING	91610		12/26/2014	104.44
	4292	J.U.B. ENGINEERS, INC.	GENERAL ENGINEERING SERVICES	91616		12/29/2014	32.22
	4292	J.U.B. ENGINEERS, INC.	SEWER GENERAL ENGINEERING	91618		12/29/2014	179.85
							316.51
52-40-350	SEWER FUND - EXPENDITURES - CHARGES FOR TREATMENT						
	1780	CITY OF CEDAR HILLS	WEDGEWOOD DRIVE SEWER	01102015		01/10/2015	124.00
52-40-480	SEWER FUND - EXPENDITURES - DEPARTMENTAL SUPPLIES						
	239	ALLRED ACE HARDWARE	MULT DEPT/DEPARTMENT SUPPLIES	01102015		01/10/2015	17.24
52-40-600	SEWER FUND - EXPENDITURES - REPAIR & MAINTENANCE						
	239	ALLRED ACE HARDWARE	MULT DEPT/DEPARTMENT SUPPLIES	01102015		01/10/2015	18.23
	4143	INDUSTRIAL CHEM. LABS &	SEWER/EXTINCT	163455		12/19/2014	325.93
							344.16
52-40-610	SEWER FUND - EXPENDITURES - MISCELLANEOUS EXPENSE						
	993	BLUE STAKES OF UTAH UTILITY	EXCAVATION SERVICES	201403426		12/31/2014	140.42
Total EXPENDITURES							3,422.82
Total SEWER FUND							24,584.07
54-40-250	SECONDARY WATER - EXPENDITURES - VEHICLE						
	7925	STATE OF UTAH GASCARD	MULTI DEPT VEHICLE FUEL EXPENSE	01102015		01/10/2015	322.31
54-40-330	SECONDARY WATER - EXPENDITURES - ENGINEERING						
	4292	J.U.B. ENGINEERS, INC.	GEN ENGINEERING	91610		12/26/2014	104.43
	4292	J.U.B. ENGINEERS, INC.	GENERAL ENGINEERING SERVICES	91616		12/29/2014	37.22
							141.65
54-40-480	SECONDARY WATER - EXPENDITURES - DEPARTMENTAL SUPPLIES						
	239	ALLRED ACE HARDWARE	MULT DEPT/DEPARTMENT SUPPLIES	01102015		01/10/2015	61.42
54-40-600	SECONDARY WATER - EXPENDITURES - REPAIR & MAINTENANCE						
	239	ALLRED ACE HARDWARE	MULT DEPT/DEPARTMENT SUPPLIES	01102015		01/10/2015	370.97
	5482	MOUNTAINLAND SUPPLY CO.	SEC WATER/DEPARTMENTAL SUPPLII	01255292001		12/16/2014	3,016.86
	8233	THATCHER COMPANY	SEC WATER/HYDROCHLORIC	1349983		11/13/2014	132.69
							3,520.52
Total EXPENDITURES							4,045.90
Total SECONDARY WATER							4,045.90
55-40-180	UNEMPLOY & DISAB RESERVE FUND - EXPENDITURES - UNEMPLOYMENT RESERVE EXPENSE						
	8920	UTAH DEPT OF WORKFORCE SERVIC	UNEMPLOYMENT INSURANCE	12302014		12/30/2014	2,695.70
Total EXPENDITURES							2,695.70

GL Acct No	Vendor	Vendor Name	Description	Invoice No	PO No	Inv Date	Amount
Total UNEMPLOY & DISAB RESERVE FUND							2,695.70
57-40-110 SELF FUNDED DENTAL - EXPENDITURES - DENTAL CLAIM PAYMENTS							
125	ADAMSON, WILLIAM F., D.M.D.		DENTAL SERVICES	11122014		11/12/2014	50.00
125	ADAMSON, WILLIAM F., D.M.D.		DENTAL SERVICES	11202014		11/20/2014	34.00
870	BERG, CHRISTOPHER A		DENTAL SERVICES	01012015		01/01/2015	83.50
977	BLACKHURST, ROBERT R DDS		DENTAL SERVICES	12222014		12/22/2014	100.00
1198	BROOKS, LESLIE G, DDS		DENTAL SERVICES	12112014		12/11/2014	143.40
2063	CREER, PAUL M D.D.S.		DENTAL SERVICES	12102014		12/10/2014	201.50
4298	JACKSON, JONATHAN DOYLE D.D.S		DENTAL SERVICES	12162014		12/16/2014	121.00
5096	MAXFIELD, ROD P., DDS, INC		DENTAL SERVICES	12102014		12/11/2014	294.80
5096	MAXFIELD, ROD P., DDS, INC		DENTAL SERVICES	12112014		12/11/2014	240.00
5096	MAXFIELD, ROD P., DDS, INC		DENTAL SERVICES	12122014		12/11/2014	189.70
5096	MAXFIELD, ROD P., DDS, INC		DENTAL SERVICES	12222014		12/22/2014	326.00
5096	MAXFIELD, ROD P., DDS, INC		DENTAL SERVICES	12302014		12/30/2014	288.10
5141	MCIFF, STEVEN F, DDS		DENTAL SERVICES	12232014		12/23/2014	130.80
5141	MCIFF, STEVEN F, DDS		DENTAL SERVICES	12292014		12/29/2014	199.50
5832	ORAL & MAXILLOFACIAL SURGERY		DENTAL SERVICES-	01022015		01/02/2015	637.50
6112	PERRY, EVAN L .,D.D.S., P.C.		DENTAL SERVICES	12182014		12/18/2014	74.20
6112	PERRY, EVAN L .,D.D.S., P.C.		DENTAL SERVICES	12272014		12/29/2014	69.50
6112	PERRY, EVAN L .,D.D.S., P.C.		DENTAL SERVICES	12282014		12/29/2014	100.00
6112	PERRY, EVAN L .,D.D.S., P.C.		DENTAL SERVICES	12292014		12/29/2014	91.00
7623	SMITH, G. TREVOR, DDS PC		DENTAL SERVICES	12182014		12/18/2014	154.60
8893	UTAH COUNTY SMILES		DENTAL SERVICES	12152014		12/15/2014	67.00
8893	UTAH COUNTY SMILES		DENTAL SERVICES	12232014		12/23/2014	58.00
9530	WILSON, GARY L D.M.D.		DENTAL SERVICES	12222014		12/22/2014	125.20
Total EXPENDITURES							3,779.30
Total SELF FUNDED DENTAL							3,779.30
62-40-432 SANITATION FUND - EXPENDITURES - TIPPING FEES							
5715	NORTH POINTE SOLID WASTE		GARBAGE DISPOSAL FEE	12312014		12/31/2014	26,133.62
Total EXPENDITURES							26,133.62
Total SANITATION FUND							26,133.62
71-73-240 SWIMMING POOL - SWIMMING POOL - OFFICE EXPENSE							
1905	COMCAST CABLE		POOL/INTERNET SERVICE	12232014		12/23/2014	78.72
71-73-390 SWIMMING POOL - SWIMMING POOL - BUILDING MAINTENANCE							
6850	REPUBLIC SERVICES		ALL DEPT/WASTE COLLECTION	01102015		01/10/2015	317.53
8678	UNIFIRST CORPORATION		RUG CLEANING	12222014		12/22/2014	47.38

GL Acct No	Vendor	Vendor Name	Description	Invoice No	PO No	Inv Date	Amount
							364.91
71-73-420	SWIMMING POOL - SWIMMING POOL - CONTRACTED SERVICES						
	8156	TCI SECURITY OF UTAH	POOL/ALARM MONITORING	30261		12/24/2014	28.00
Total SWIMMING POOL							471.63
Total SWIMMING POOL							471.63
72-71-062	COMMUNITY CENTER - RECREATION - COMMUNITY CTR - BLDG MAINT						
	239	ALLRED ACE HARDWARE	MULT DEPT/DEPARTMENT SUPPLIES	01102015		01/10/2015	5.89
	239	ALLRED ACE HARDWARE	MULT DEPT/DEPARTMENT SUPPLIES	01102015		01/10/2015	12.81
	970	BJ PLUMBING SUPPLY	BUILDING MAINTENANCE	595738		01/06/2015	147.00
	2428	DIAMOND RENTAL INC.	FAC/SCISSOR LIFT	25445914		12/23/2014	195.90
	2675	ELECTRICAL WHOLESALE SUPPLY	BUILDING MAINTENANCE	908627267		12/29/2014	177.60
	8678	UNIFIRST CORPORATION	RUG CLEANING	12222014		12/22/2014	218.65
							757.85
72-71-270	COMMUNITY CENTER - RECREATION - POWER EXPENSE						
	3800	HEARTH STONE MNGMNT GROUP, LL	ANALYSIS FEES	16879		12/23/2014	99.83
72-71-410	COMMUNITY CENTER - RECREATION - PROGRAM SUPPLIES & EQUIPMENT						
	505	ANYTIME SERVICES	REC/CHEMICAL TOILET	55796		12/16/2014	190.00
	1351	CAPITAL ONE COMMERCIAL	REC/DEPARTMENTAL SUPPLIES	23139		12/03/2014	48.66
	1351	CAPITAL ONE COMMERCIAL	REC/DEPARTMENTAL SUPPLIES	52086		12/11/2014	70.62
	5033	MACEYS	REC/ASSORTED EXPENSES	966		12/18/2014	18.06
	6196	PETTY CASH-RECREATION	PETTY CASH RECREATION	01102015		01/10/2015	145.38
	7772	SPORTS AUTHORITY	REC/EQUIPMENT	132763		12/01/2014	381.02
	9723	XCEL MARKETING	REC/INSULATED MUGS	9925		12/22/2014	658.25
							1,511.99
72-71-420	COMMUNITY CENTER - RECREATION - CONTRACTED SERVICES						
	1883	COLD TECH REFRIGERATION	REC/REPAIRS	143746		12/23/2014	259.11
	8156	TCI SECURITY OF UTAH	REC/ALARM MONITORING	30262		12/24/2014	42.00
							301.11
72-71-460	COMMUNITY CENTER - RECREATION - CONCESSION STAND EXPENSE						
	1863	SWIRE COCA-COLA USA, INC.	REC/CONCESSION STAND EXPENSE	11540271183		12/19/2014	130.61
	6196	PETTY CASH-RECREATION	PETTY CASH RECREATION	01102015		01/10/2015	27.69
							158.30
Total RECREATION							2,829.08
Total COMMUNITY CENTER							2,829.08
73-71-551	CULTURAL ARTS - PROGRAM EXPENDITURES - YOUTH THEATRE						
	1402	CARSON ANNE McFARLAND CENTER	CSYP/REIMB FOR VENUE RENTAL	12182014		12/18/2014	266.00
	7240	SANDERS, LORI	CSYP/REIMB FOR EXPENSES	12182014		12/18/2014	2,773.32
							3,039.32
Total PROGRAM EXPENDITURES							3,039.32

GL Acct No	Vendor	Vendor Name	Description	Invoice No	PO No	Inv Date	Amount
Total CULTURAL ARTS							3,039.32
Grand Total:							214,904.21

Dated: _____
Mayor: _____
City Council: _____

City Recorder: _____
City Treasurer: _____